



## MAQUASSI HILLS LOCAL MUNICIPALITY



**BID NUMBER: MHLM/MIG/04/2025/2026**

### TENDER DOCUMENT FOR

### UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO, MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

**MINIMUM CIDB GRADING REQUIRED: 4CEPE/5CE**

The Municipality wishes to inform all bidders that it is a requirement to do a minimum 20% joint venture with a local service provider (Maquassi Hills Locality Municipality) as part of Local Economic Development and failure will result in bid being rejected.

**CLOSING DATE: 30 SEPTEMBER 2025**

**TIME: 12H00**

#### TENDER SUBMITTED BY:

NAME OF TENDERER	
AMOUNT OF TENDER (VAT INCLUSIVE)	
CIBD GRADE	
CSD NUMBER	
TEL (Office) No.	
FAX (Office) No.	
Mobile No.	

**Golden SJ Trading (Pty) Ltd**  
Suit 17, Building 1, Prism  
Office Park  
**Fourways**  
2191

**MAQUASSI HILLS LOCAL MUNICIPALITY**  
Municipality Building  
19 Kruger Street  
**Wolmaransstad**  
2640

Tel: 011 367 0662  
Email: [goldensjnw@gmail.com](mailto:goldensjnw@gmail.com)

Tel: 018 596 1068  
Email: [maggym@maquassihills.org](mailto:maggym@maquassihills.org)



## **MAQUASSI HILLS LOCAL MUNICIPALITY**

UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO,  
MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

PROJECT NO: MHLM/MIG/04/2025/2026

### **CIVIL WORKS**

#### **CONTENTS OF VOLUME 1**

<b>DESCRIPTION</b>	<b>COLOUR</b>
CONTENTS LIST OF VOLUME 1	
<b>PORTION 1: TENDER</b>	
<b>Part T1 Tendering procedures</b>	
Section T1.1 Tender notice and invitation to tender	White
Section T1.2 Tender data	Pink
Section T1.3 Standard conditions of tender	Pink
<b>Part T2 Returnable documents</b>	Yellow
Section T2.1 List of returnable documents	
Section T2.2 Returnable schedules	
<b>PORTION 2 : CONTRACT</b>	
<b>Part C1 Agreements and contract data</b>	Yellow
Section C1.1 Forms of offer and acceptance	
Section C1.2 Contract data	



---

<b>Part C2</b>	<b>Pricing Data</b>	Yellow
Section C2.1	Pricing Instructions	
Section C2.2	Bill of quantities	
Section C2.3	Summary of schedules	
<b>Part C3</b>	<b>Scope of work</b>	Blue
Section C3.1	Description of the Works	
Section C3.2	Engineering	
Section C3.3	Procurement	
Section C3.4	Construction	
<b>Part C4</b>	<b>Site Information</b>	Green
<b>END OF SECTION</b>		



## **PORTION 1: TENDER**

### **Part T1: Tendering Procedures**



---

## **MAQUASSI HILLS LOCAL MUNICIPALTY**

UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO,  
MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

PROJECT NO: MHLM/MIG/04/2025/2026

### **CIVIL WORKS**

#### **TENDERING PROCEDURES**

##### **INDEX**

<b>Section</b>	<b>Description</b>	<b>Page No</b>
<b>PART T1.1</b>	<b>TENDER NOTICE AND INVITATION TO TENDER</b>	<b>T1.1</b>
<b>PART T1.2</b>	<b>TENDER DATA.....</b>	<b>T1.2-1</b>
<b>PART T1.3</b>	<b>STANDARD CONDITIONS OF TENDER.....</b>	<b>T1.3-1</b>

**END OF SECTION**



## **PORTION 1: TENDER**

### **Section T1.1: Tender Notice and Invitation to Tender**



<b>TENDER NO</b>	<b>DESCRIPTION</b>	<b>BID DOCUMENT AVAILABLE FROM</b>	<b>NON-REFUNDABLE TENDER AMOUNT</b>	<b>EVALUATION CRITERIA</b>	<b>CIDB GRADING</b>	<b>CLOSING DATE &amp; TIME</b>	<b>ENQUIRIES</b>
MHLM/MIG/04/2025/2026	Upgrading of Gravel Roads to Block Paving in Mmutla, Kgotso, Makhalemele and Ekageng Streets in Tswelelang (Phase 1)	Thursday 28 August 2025  Free download on Etender  Maquassi Hills SCU 19 Kruger Street Wolmaransstad (Purchase)	R 1000	<b>80/20</b> 80 – Price 20 – Specific Goals	<b>4CEPE/5CE</b>	Tuesday 30 September 2025 @12h00	Mrs R Kgobe 018 065 0010  Mr. K. Dimo 018 596 3025

**\*Document Availability**

Hardcopies to be collected from Maquassi Hills Local Municipality offices for the non-refundable fee of R 1000.00 per document. Bids marked with reference number on the outside of the sealed envelope must be placed in the Bid Box of Maquassi Hills Local Municipality on or before 30 September 2025 at 12H00.

Bids will be evaluated based on the Preferential Procurement Policy Framework Act 5 (PPPFA) of 2000 and the municipal's Supply Chain Management. Bidders must be registered on the Central Supplier Database (CSD) for Government.

1. Prospective Service Provider must be registered on the Central Supplier Database (Attach proof).
2. Joint Venture and Sub - Contractors must also be registered on the Central Supplier database (where applicable)
- 3. Functionality of 70 points must be scored to qualify for further evaluation.**
- 4. Returnable documents to be attached as outlined in the Tender document, Failure to attach will lead to the bid to be unsuccessful.**
- 5. Validity period of 60 days**
- 6. There will be No compulsorily site briefing meeting for all tenders advertised.**



The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Means of verification	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (within Maquassi Hills Local Municipal)	5	Statement of Municipal Rates and Taxes of not more than Three Months	
Women	5	Identification Document	
People with Disability	5	Medical Report confirming disability	
Youth (18 to 35 Years of age)	5	Identification Document	

Sealed tenders duly endorsed with the tender number and description must be deposited into the tender box in the Finance foyer of Maquassi Hills Local Municipality, Wolmaransstad, 19 Kruger Street. Maquassi Hills Local Municipality reserves the right not to accept the lowest or any tender.

Sealed tenders duly endorsed with the tender number and description must be deposited into the tender box in the Finance foyer of Maquassi Hills Local Municipality, Wolmaransstad, 19 Kruger Street. Maquassi Hills Local Municipality reserves the right not to accept the lowest or any tender.





MUNICIPAL MANAGER  
PRIVATE BAG X3  
WOLMARANSSTAD  
2630

TEL 018 065 0010

**N.J. MBONANI**  
**MUNICIPAL MANAGER**

**Notice No:**  
**28 AUGUST 2025**

---



## **PORTION 1: TENDER**

### **Section T1.2: Tender Data**

## MAQUASSI HILLS LOCAL MUNICIPALITY

UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO, MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

PROJECT NO: MHLM/MIG/04/2025/2026

### CIVIL WORKS

#### TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the Construction Industry Development Board's Board Notice 12 of 2009 (contained in Government Gazette No. 31823 of 30 January 2009), bound into section T1.3.

The Standard Conditions of Tender makes several references to the tender data. The tender data also contains project specific amendments to the Standard Conditions of Tender applicable to this document. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Addition or Variation to Standard Conditions of Tender
1.1	The Employer is MAQUASSI HILLS LOCAL MUNICIPALITY.
1.2	<p>The tender documents issued by the employer comprise two volumes.</p> <p>Volume 1: Contract Document contains the parts and sections (contained in each part) as listed in the Contents List of Volume 1 bound in the front of this document.</p> <p>Volume 2: Book of Drawings contains the drawings listed in the Drawing Register bound in the front of that volume.</p>
1.3	<p>Replace the 2<sup>nd</sup> paragraph of the clause with the following:</p> <p>These Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.</p>

1.4	<p>The Employer's agent is (also known as the Engineer):</p> <p>GOLDEN SJ TRADING (PTY) LTD  SUIT 17, BUILDING 1, PRISM  OFFICE PARK  FOURWAYS  2191  Tel: (011) 367 0662  e-mail: goldensjnw@gmail.com  Attention: Mr Tenda Shavhani / Emmanuel Davhana</p>
2.1	<p>Only those tenderers who are registered with the CIDB at the time of closing of tenders, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB rating of 4CEPE/5CE or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. The lead partner has a contractor grading designation in the construction works "Civil Engineering" (CE) class of construction work with a grading designation 4CEPE/5CE or higher</li> <li>3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CEPE/5CE or higher.</li> </ol>
2.2	<p>Add the following to the clause:</p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).</p>
2.7	<p>An official compulsory clarification meeting and site visit will be held as follows:</p> <p>Location : Municipal Buildings, 19 Kruger Street, Wolmaransstad  Date : 30 September 2025  Time : 12:00</p> <p>Confirmation of attendance will be recorded, on site, in the Site Inspection Certificate included in Section T2.2 of the Document.</p>

	Tender documents will be made available after the clarification meeting. Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document)
2.11	<p>Add the following to the clause:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p>
2.12.1	<p>Add the following to the clause:</p> <p>All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.</p>
2.12.2	<p>Alternative offers will be considered, but only if the schedules are priced in full according to the project specifications and drawings.</p> <p>Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to the Contract Data in this regard.</p> <p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>
2.13	<p>Add the following to the clause:</p> <p>No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.</p>
2.13.2	<p>Replace the contents of the clause with the following:</p> <p>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in hardcopy by writing in black ink.</p>

	All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.
2.13.3	No copies of the tender offer are required.
2.13.4	<p>Add the following to the clause:</p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</p>
2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location : <b>Maquassi Hills Local Municipality</b></p> <p>Physical Address : <b>Municipal Buildings 19 Kruger Street Wolmaransstad 2630</b></p> <p>Identification details : <b>Contract no: MHLM/MIG/NW3220/R,ST/25/26: UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO, MAKHALEMELE &amp; EKAGENG STREETS IN TSWELELANG (PHASE 1)</b></p> <p>The name and address of the tender shall be entered on the back of the envelope.</p>
2.13.6	A two-envelope procedure will not be followed.
2.13.9	<p>Add the following to the clause:</p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
2.14	<p>Add the following to the clause:</p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Section T2.2 : Returnable Schedules</p> <p>Section C1.1 : Form of Offer and Acceptance</p> <p>Section C1.2 : Contract Data (Part 2)</p> <p>Section C2.2 : Bill of Quantities</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful</p>

	<p>Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2 Form T2.2.3 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations, 2003, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</p>
2.15.1	<p>The closing time and location for the submission of tender offers are:</p> <p>Time : <b>30 September 2025 at 12H00</b></p> <p>Location : <b>Maquassi Hills Local Municipality</b>  <b>Main Entrance Foyer</b>  19 Kruger Street  <b>Wolmaransstad</b>  2630</p>
2.16.1	The tender offer validity period is 60 days.
2.16.1	Add the following to the clause:

	<p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
2.16.3	<p>Add the following new clause:</p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
2.18.1	<p>Add the following to the clause:</p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p>
2.22	<p>Return all retained tender documents prior to the closing time for the submission of Tender Offers.</p>
2.23	<p>The following certificates / information are to be provided with the tender offer. Failure to submit the listed returnable documents will result in tender being classified non-responsive.</p> <p>a)     <b>Company Registration Document (CIPC) (certified)</b></p>



	<p>b) <b>SARS Tax Clearance Certificate (Valid, not Expired)</b></p> <p>c) <b>Company Banking Details (Proof must be letter from Bank)</b></p> <p>d) <b>Certificate of Unemployment Insurance Certificate (certified)</b></p> <p>e) <b>Certification of Workmen's Compensation Certificate (certified)</b></p> <p>f) <b>CENTRAL SUPPLIER DATABASE (CSD)</b></p> <p>g) <b>Updated Company Profile</b></p> <p>h) <b>Proof of Municipal Account (Company and Director) as per the CIPC</b></p> <p>i) <b>Proof of residence will only be accepted from tribal authorities / communal land</b></p> <p>j) <b>CIDB Registration Certificate (certified)</b></p> <p>k) <b>ID copies of company directors (certified)</b></p> <p>l) <b>The Municipality wishes to inform all bidders that it is a requirement to do a minimum 20% joint venture with a local service provider (Maquassi Hills Local Municipality) as part of Local Economic Development and failure will result in bid being rejected.</b></p>
3.1	<p>Replace the contents of the clause with the following:</p> <p>Respond, to a request for clarification received in accordance with clause 2.8, within 5 days prior to the closing time stated in clause 2.15 and notify all tenderers who drew procurement documents.</p>
3.4	<p>Tenders will be opened immediately after the closing time for tenders, at the same venue.</p>
3.5	<p>A two-envelope procedure will not be followed.</p>
3.8.1	<p>Add the following to the clause:</p> <p>Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause 2.23 within the period stipulated shall be just cause for the Employer to consider the tender offer as being non-responsive.</p>
3.9.3	<p>Replace the contents of the clause with the following:</p> <p>Notify a tenderer upon written request received after the closing date of tenders of all arithmetical errors made that particular tenderer.</p>
3.9.4	<p>Delete this clause.</p>

3.11	<p>Add the following new clause:</p> <p>Scoring preference</p> <p>Up to <math>(100-W_1)</math> tender evaluation points (<math>W_p</math>) will be awarded to tenderers who complete the referencing schedule (bound into Section T2.2) and who are found to be eligible for the preference claimed. Refer to the Employer's Preferential Procurement Policy appended to this section as Annexure A.</p>
3.11.1	<p>Method 4 (as described in Clause 3.11.3 of the Standard Conditions of Tender) will be used to evaluate all responsive tender offers, where the value for <math>W_1</math> is:</p> <p>90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000; or</p> <p>80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R50 000 000.</p>
3.11.7	<p>The financial offer will be scored in terms of Formula 2 Option 1 of the Standard Conditions of Tender (Section T1.3 of the document).</p>
3.12	<p>Replace the contents of the clause with the following:</p> <p>If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.</p>
3.13.1	<p>A Tender offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.</p>
3.14	<p>Replace the contents of the clause with the following:</p> <p>Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Engineer.</p>
3.18	<p>The successful tenderer shall receive one copy of the signed contract.</p>

**END OF SECTION**



## **PORTION 1: TENDER**

### **Section T1.3: Standard Conditions of Tender**



## **MAQUASSI HILLS LOCAL MUNICIPALITY**

UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO,  
MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

PROJECT NO: MHLM/MIG/04/2025/2026

### **CIVIL WORKS**

## **STANDARD CONDITIONS OF TENDER**

### **INDEX**

<b>Item</b>	<b>Description</b>	<b>Page No</b>
<b>1.</b>	<b>General.....</b>	<b>T1.3.1</b>
<b>2.</b>	<b>Tenderer's Obligations .....</b>	<b>T1.3.5</b>
<b>3.</b>	<b>The Employers Undertakings .....</b>	<b>T1.3.12</b>

These standard conditions of tender are identical to those published in Annex F of the Construction Industry Development Board's Board Notice 12 of 2009 (contained in Government Gazette No. 31823 of 30 January 2009).

### **END OF SECTION**



## MAQUASSI HILLS LOCAL MUNICIPALITY

### UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO, MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

PROJECT NO: MHLM/MIG/04/2025/2026

#### CIVIL WORKS

#### STANDARD CONDITIONS OF TENDER

##### 1. GENERAL

##### 1.1 Actions

- 1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in Section 2 and Section 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- 1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation,



allegiance or loyalty which would in any way affect any decisions taken.

The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

## 1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

## 1.3 Interpretation

The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between



offers on a comparative basis

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### 1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### 1.5 The employer's right to accept or reject any tender offer

- 1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- 1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.



## **1.6 Procurement procedures**

### **1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to 3.13, be concluded with the tenderer who in terms of 3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

### **1.6.2 Competitive negotiation procedure**

Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of 2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

The contract shall be awarded in accordance with the provisions of 3.11 and 3.13 after tenderers have been requested to submit their best and final offer.





### **1.6.3 Proposal procedure using the two stage-system**

#### **1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **1.6.3.2 Option 2**

Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **2. TENDERER'S OBLIGATIONS**

### **2.1 Eligibility**

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.



## **2.2 Cost of tendering**

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

## **2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

## **2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

## **2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

## **2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

## **2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions.



Details of the meeting (s) are stated in the tender data.

## **2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

## **2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

## **2.10 Pricing the tender offer**

- 2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- 2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- 2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data
- 2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

## **2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

## **2.12 Alternative tender offers**



- 2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- 2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

### **2.13 Submitting a tender offer**

- 2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal



the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

- 2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

## **2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the forms required, may be regarded by the employer as non-responsive.

## **2.15 Closing time**

- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.



## **2.16 Tender offer validity**

- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- 2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- 2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of 2.13 with the packages clearly marked as "SUBSTITUTE".

## **2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No. change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause 2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

## **2.18 Provide other material**

- 2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture



agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

- 2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

## **2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

## **2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

## **2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

## **2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

## **2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.



### **3. THE EMPLOYER'S UNDERTAKINGS**

#### **3.1 Respond to requests from the tenderer**

3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) In the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

#### **3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until five days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

#### **3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.





### **3.4 Opening of tender submissions**

- 3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- 3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices for the main tender offer only.
- 3.4.3 Make available the record outlined in 3.4.2 to all interested persons upon request.

### **3.5 Two-envelope system**

- 3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- 3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

### **3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.



### **3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **3.8 Test for responsiveness**

3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non- conforming deviation or reservation.

### **3.9 Arithmetical errors, omissions and discrepancies**

3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.



3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 3.11 for;

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate
  - ii) and a quantity in bills of quantities or schedules of prices; or
  - iii) The summation of the prices.

3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

**3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:**

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and **the rate shall be corrected**. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.



### **3.11 Evaluation of tender offers**

#### **3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **3.11.2 Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

#### **3.11.3 Method 2: Financial offer and preference In the case of a financial offer and preferences:**

Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of 3.11.7 and 3.11.8.

Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_p$$

Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7; and



$N_p$  is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8.

- a) Rank tender offers from the highest number of tender evaluation points to the lowest.
- b) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated

#### **3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of 3.11.7 and 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7; and

$N_q$  is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.



- a) Rank tender offers from the highest number of tender evaluation points to the lowest.
- b) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

#### **3.11.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of 3.11.7 to 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_p + N_q$$

Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7;

$N_p$  is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8; and

$N_q$  is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.



- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

### **3.11.6 Decimal places**

Score financial offers, preferences and quality, as relevant, to two decimal places.

### **3.11.7 Scoring Financial Offers**

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer; and

$W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data; and

$A$  is the number calculated using the formula and option described in table 1 as stated in the tender data.



**Table 1 – Formula for calculating the value of A<sup>a</sup>**

Formula	Basis for comparison	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$\left(1 + \frac{(P - P_m)}{P_m}\right)$	$P/P_m$
2	Lowest price or percentage commission/fee	$\left(1 - \frac{(P - P_m)}{P_m}\right)$	$P_m/P$
<sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.			

### 3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

### 3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_o / M_s$$

where:

- $S_o$  is the score for quality allocated to the submission under consideration; and
- $M_s$  is the maximum possible score for quality in respect of a submission; and





- $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

### **3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### **3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.



### **3.14 Prepare contract documents**

3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) Other revisions agreed between the employer and the successful tenderer.

Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### **3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

### **3.16 Notice to unsuccessful tenderers**

3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

### **3.17 Provide copies of the contracts**

3.17.1 Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.



### **3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions offender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

**END OF SECTION**



Project No: MHLM/MIG/04/2025/2026

**Part T2: Returnable Documents**

Contents List

---

## **PORTION 1: TENDER**

### **Part T2: Returnable Documents**



---

## **MAQUASSI HILLS LOCAL MUNICIPALITY**

UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO,  
MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

PROJECT NO: MHLM/MIG/04/2025/2026

### **CIVIL WORKS**

#### **RETURNABLE DOCUMENTS**

#### **INDEX**

<b>Section</b>	<b>Description</b>	<b>Page No</b>
PART T2.1	LIST OF RETURNABLE DOCUMENTS .....	T2.1-1
PART T2.2	RETURNABLE SCHEDULES .....	T2.2.i

#### **END OF SECTION**



## **PORTION 1: TENDER**

### **Section T2.1: List of returnable documents**



## **MAQUASSI HILLS LOCAL MUNICIPALITY**

### **UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO, MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)**

#### **PROJECT NO: MHLM/MIG/04/2025/2026 CIVIL WORKS**

##### **LIST OF RETURNABLE DOCUMENTS**

1. Tenderers are required to submit the following with their tenders:
  - a) Company Registration Document (CIPC)
  - b) SARS Tax Clearance Certificate (Valid, not Expired)
  - c) Company Banking Details (Proof must be letter from Bank)
  - d) Certificate of Unemployment Insurance Certificate
  - e) Certification of Workmen's Compensation Certificate
  - f) Curriculum vitae of the Health and Safety Officer
  - g) Updated Company Profile
  - h) Proof of Municipal Account (Company and Director) as per the CIPC
  - i) Proof of residence will only be accepted from tribal authorities / communal land
  - j) CIDB Registration Certificate
  - k) ID Copies of company directors
- l) The Municipality wishes to inform all bidders that it is a requirement to do a minimum 20% joint venture with a local service provider (Maquassi Hills Local Municipality) as part of Local Economic Development and failure will result in bid being rejected.
2. The returnable schedules included in Section T2.2 will be used to evaluate tenders received. These schedules will also form part of the Contract.
3. Failure on the part of the Tenderer to submit with their tender offer any one of the documents listed in Item No. 1 above or to complete any of the returnable schedules included in Section T2.2, will result in the tender being classified non-responsive and shall be eliminated from further consideration.

**END OF SECTION**

---



## **PORTION 1: TENDER**

### **Section T2.2: Returnable schedules**





## **MAQUASSI HILLS LOCAL MUNICIPALTY**

UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO, MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

PROJECT NO: MHLM/MIG/04/2025/2026

### **CIVIL WORKS**

#### **RETURNABLE SCHEDULES**

##### **INDEX**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE NUMBER</b>
FORM T2.2.1 - ALTERATIONS BY TENDERER .....		T2.2-1
FORM T2.2.2 – DECLARATION OF INTEREST .....		T2.2-2
FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED.....		T2.2-5
FORM T2.2.4 - PRESENT COMMITMENTS.....		T2.2-7
FORM T2.2.5 - SUPERVISORY AND SAFETY PERSONNEL.....		T2.2-8
FORM T2.2.6 - LABOUR UTILISATION .....		T2.2-9
FORM T2.2.5 – LABOUR UTILISATION - MAN DAYS .....		T2.2-12
FORM T2.2.7 - COMPLIANCE WITH OHSA (ACT 85 OF 1993).....		T2.2-13
FORM T2.2.8 - PLANT AND EQUIPMENT.....		T2.2-14
FORM T2.2.9 - SUB-CONTRACTORS.....		T2.2-15
FORM T2.2.10 - SITE INSPECTION CERTIFICATE .....		T2.2-16
FORM T2.2.11 - AUTHORITY OF SIGNATORY .....		T2.2-1
FORM T2.2.13 – TAX CLEARANCE CERTIFICATE .....		T2.2-24



---

<b>FORM T2.2.14 – CONTRACTOR’S CONSTRUCTION REGISTERS SERVICE NUMBER FOR CIDB GRADING .....</b>	<b>T2.2-25</b>
<b>FORM T2.2.15 – CONTRACTOR’S BANKING DETAILS .....</b>	<b>T2.2-26</b>
<b>FORM T2.2.16 – DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO. 56 OF 2003) .....</b>	<b>T2.2-ERROR! BOOKMARK NOT DEFINED.</b>
<b>FORM T2.2.17 – CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER .....</b>	<b>T2.2-27</b>
<b>FORM T2.2.18 –AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL.....</b>	<b>T2.2-28</b>
<b>FORM T2.2.19 – RECORD OF ADDENDA TO TENDER DOCUMENTS.....</b>	<b>T2.2-29</b>
<b>FORM T2.2.20 - QUALITY CRITERIA AND POINTS CLAIMED .....</b>	<b>T2.2-30</b>



**FORM T2.2.1 - ALTERATIONS BY TENDERER**

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

Page and Clause/Item	Alteration / Amendment

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**



---

## FORM T2.2.2 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state <sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state? <sup>1</sup> **YES / NO**

3.6.1 If so, furnish particulars.

.....  
.....

3.7 Have you been in the service of the state for the past twelve months? **YES / NO**

3.7.1 If so, furnish particulars.

.....  
.....



---

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.8.1 If so, furnish particulars. ....

.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.9.1 If so, furnish particulars.

.....

.....

3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

3.11.1 If so, furnish particulars. ....

.....



## CERTIFICATION

I, THE UNDERSIGNED .....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**

--	--

**POSITION**

**NAME OF BIDDER**

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) A member of –

- (i) Any municipal council;
- (ii) Any provincial legislature; or
- (iii) The national Assembly or the national Council of provinces;

(b) A member of the board of directors of any municipal entity;

(c) An official of any municipality or municipal entity;

(d) An employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) A member of the accounting authority of any national or provincial public entity; or

(f) An employee of Parliament or a provincial legislature



### FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED

The following is a statement of major works successfully executed by myself/ourselves in recent years.

Failure to detail the required information shall signify that the tender is submitted by an inexperienced tenderer.

Employer	Engineer / Consultant Firm	Nature of Works / Description of Work	Value of Construction Works Rm	Duration and Completion Date
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			

- Four (4) certified copies of recommendation letters from previous Employers on their letterheads should be attached regarding previous work done in order to qualify for points.



### FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED (continued)

The following information must be contained in each recommendation letter for it to qualify for points as prescribed above:

- I. Description of work
- II. Value
- III. Contract Construction Period
- IV. Actual Construction Period
- V. Date Completed
- VI. Reasons why Contractual Construction Period were exceeded if applicable.

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**





**FORM T2.2.4 - PRESENT COMMITMENTS**

Employer	Engineer	Nature of Works	Value of Works Rm	Duration and Completion Date
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No			

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**



## FORM T2.2.5 - SUPERVISORY AND SAFETY PERSONNEL

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Accredited Qualifications	Service (Years)	Name of Project And year executed	Value of Works Rm	Position Occupied
Contracts Manager _____							
Contractor's Site Agent (1) _____							
Contractor's Site Agent (2) _____							
Contractor's Foremen _____							
Construction Health and Safety Officer _____							

Specific knowledge: Names of various employees occupying the positions above must be stated, CVS and certified copies of qualifications must be attached in order to qualify for points

Construction Team Key Personnel

- I. Safety Officer with First Aid plus OHS (Construction Regulations) qualification
- II. 1 x Site Agent has NQF5 qualification/National Diploma (Technical)

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**



---

## FORM T2.2.6 - LABOUR UTILISATION

### Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications

#### 1. General Foreman / Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities:

- a) Supervision;
- b) Maintaining discipline;
- c) Ensuring safety on the workplace;
- d) Being responsible to the Contractor for efficiency and production for his portion of the works; and
- e) Performing skilled work, whether in an instructional capacity or otherwise.

#### 2. Charge hand

An employee engaged in any one or more of the following activities:

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- b) Giving out work to other employees under his control and supervision;
- c) Ensuring safety on the workplace;
- d) Maintaining discipline; and
- e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.



---

### **3. Artisan**

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

### **4. Team Leader**

An employee engaged in any one or more of the following activities:

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) Giving out work to other employees under his control and supervision;
- c) Maintaining discipline;
- d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

### **5. Skilled Employee**

An employee engaged in an ancillary trade or an assistant artisan.

### **6. Semi-Skilled Employee**

An employee with any specified skills, an apprentice or a trainee-artisan.

### **7. Unskilled Employee**

An employee engaged on any task or operation not specified above.



---

**8. Imported Employee**

Personnel permanently employed by Contractor.

**9. Local Employee**

Temporary workforce employed through Labour Desk.



## FORM T2.2.6 – LABOUR UTILISATION - MAN DAYS

Categories	No. of Man Days	
	Imported	Local
1. Contracts Manager		
2. Site Agent		
3. Foreman/Supervisors (specify type)		
3.1 _____		
3.2 _____		
3.3 _____		
4. Safety Inspectors (specify type)		
4.1 _____		
4.2 _____		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/ Store man		
9. Team Leader		
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**



---

## **FORM T2.2.7 - COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? **YES / NO**

2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

---

3. Does the Contractor have a health and safety policy? If yes, provide a copy. **YES / NO**  
How is this policy communicated to all employees?

---

4. Does the Contractor keep records of safety aspects of each construction site? **YES / NO**  
If yes, what records are kept?

---

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? **YES / NO**

---

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV - (Attach) **YES / NO**

7. Does the Contractor have trained first aid employees? If yes, indicate who. **YES / NO**

---

8. Does the Contractor have a safety induction training program in place? If yes, provide a copy. **YES / NO**

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**



## FORM T2.2.8 - PLANT AND EQUIPMENT

1. Major Plant and Equipment available for this Contract :

Quantity	Size, Description, Capacity, etc.

2. Major Plant and Equipment that will be hired for this contract if my/our tender is accepted:

Quantity	Size, Description, Capacity, etc.

- **Proof must be provided that equipment is owned by the company.**
- **Proof must be provided (if available) from supplier if the bidder intends to hire and does not have his own plant.**

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**





## FORM T2.2.9 - SUB-CONTRACTORS

The tenderer shall list below any subcontractors he intends to employ to carry out part(s) of the Works. The Contractor may subcontract the work locally where necessarily.

The acceptance of this tender shall not be construed as being approval of all or any of the listed subcontractors. Should any or all of the subcontractors be not approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding in the event of a subcontractor not listed below being approved by the Employer.

Company	Portion of Contract	Approx. Value

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**



---

*FORM T2.2.10 - SITE INSPECTION CERTIFICATE*

As required by Clause 2.7 of the Tender Data, I/we certify that I/we have visited the site of the Works and attended the compulsory site visit and clarification meeting on the date certified below.

I/we further certify that I am / we are satisfied with the description of the Work and the explanations given by the Engineer at the site visit and clarification meeting.

<b>SIGNATURE OF TENDERER</b>	<b>DATE:</b>

**SITE VISIT**

This will certify that \_\_\_\_\_

Representing \_\_\_\_\_

Attended a Site Inspection for this Contract on \_\_\_\_\_ 20\_\_\_\_\_

<b>FOR THE ENGINEER</b>	<b>DATE:</b>



## FORM T2.2.11 - AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, I/we herewith certify that this tender is submitted by :*(Mark applicable block)*

a company, and attach hereto a certified copy of the required resolution of the Board of Directors

☐

a partnership, and attach hereto a certified copy of the required resolution by all partners

☐

a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

☐

a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

☐

a joint venture, and attach hereto

☐

- \* a notarially certified copy of the original document under which the joint venture was constituted; and
- \* certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

--	--

**SIGNATURE OF TENDERER**

**DATE:**



MBD 1

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS		TCS PIN:		OR	CSD No:
<b>1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]			
<b>3. TOTAL NUMBER OF ITEMS OFFERED</b>				<b>4. TOTAL BID PRICE</b> R	
<b>5. SIGNATURE OF BIDDER</b> .....		<b>6. DATE</b>			
<b>7. CAPACITY UNDER WHICH THIS BID IS SIGNED</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT				CONTACT PERSON	
CONTACT PERSON				TELEPHONE NUMBER	
TELEPHONE NUMBER				FACSIMILE NUMBER	
FACSIMILE NUMBER				E-MAIL ADDRESS	
E-MAIL ADDRESS					



## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....



## TAX CLEARANCE CERTIFICATE REQUIREMENTS

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).



MBD 3.1

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid Number.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- |   |  |         |
|---|--|---------|
| - | Required by:                                     | .....   |
| - | At:  | .....   |
| - | Brand and Model                                  | .....   |
| - | Country of Origin                                | .....   |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s)   | .....   |
| - | Period required for delivery                     | .....   |
| - | Delivery basis                                   | .....   |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable



MBD 3.2

## PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid number.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: \*Firm/Not firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable





## MBD 3.2

### PRICE ADJUSTMENTS

#### A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.  
 (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**  
 D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.  
 R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).  
 R1o, R2o = Index figure at time of bidding.  
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....  
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE



**MBD 3.2**

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



**MBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.



- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where



- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Means of verification	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (within Maquassi Hills Local Municipal)	5	Statement of Municipal Rates and Taxes of not more than Three Months	
Women	5	Identification Document	
People with Disability	5	Medical Report confirming disability	
Youth (18 to 35 Years of age)	5	Identification Document	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....



4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....
ADDRESS	..... ..... .....



## CONTRACT FORM - PURCHASE OF GOODS/SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of Tax Compliance Status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

DATE: .....



MBD 7.1

## CONTRACT FORM - PURCHASE OF GOODS/SERVICES

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the supply of  
goods/services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions  
of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

#### WITNESSES

1. ....

2. ....

DATE .....





## CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2 .....

DATE: .....



**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the rendering of  
services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of  
the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

--

WITNESSES

1 .....

2 .....

DATE: .....



## CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS<sup>1</sup>

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE LESSOR/ SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE LESSOR/ SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE BIDDER)

7. I hereby undertake to lease property/ purchase all or any of the goods and/or services described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (iv) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted covers the leased property/ all the goods and/or services specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
11. I undertake to make payment for the leased property/ goods/services as specified in the bidding documents.
12. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
13. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

#### WITNESSES

1 .....

2. ....

DATE: .....

<sup>1</sup> "Tender for income-generating contracts" has the same meaning as defined in the Preferential Procurement Regulations, 2022.



## CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS

### PART 2 (TO BE FILLED IN BY THE LESSOR/ SELLER)

4. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the leasing of  
property/ purchase of goods/services indicated hereunder and/or further specified in the annexure(s).
5. I undertake to make the leased property/ goods/services available in accordance with the terms and  
conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

--

WITNESSES

1. ....

2. ....

DATE .....



## **DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		



4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



---

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) Has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;





- 
- (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;  
or
  - (f) bidding with the intention not to win the bid.

- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



---

**FORM T2.2.13 – TAX CLEARANCE CERTIFICATE**

An original valid Tax Clearance Certificate from the South African Revenue Services (SARS) shall be attached to this Schedule.

Each party to a Joint Venture shall submit a separate Tax Clearance Certificate.

--	--

**SIGNATURE OF TENDERER**

**DATE:**



**FORM T2.2.14 – CONTRACTOR’S CONSTRUCTION REGISTERS SERVICE NUMBER FOR CIDB GRADING**

**CONTRACTOR’S CRS NUMBER**

--

--	--

**SIGNATURE OF TENDERER**

**DATE:**



---

**FORM T2.2.15 – CONTRACTOR’S BANKING DETAILS**

**CONTRACTOR’S BANK RATING**

The bidder to provide: Account Number, Name of Bank and branch code

Name of Bank:	
Account Name:	
Account Number:	
Branch Code :	

--	--

**SIGNATURE OF TENDERER**

**DATE:**



## FORM T2.2.17 –CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

To: THE MUNICIPAL MANAGER, MAQUASSI HILLS LOCAL MUNICIPALITY

### CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

Information required in terms of the Municipal's Supply Chain Management Policy, Sections 51.1 and 111.2

REHABILITATION OF KALANE STREET

NAME OF THE BIDDER: .....

BIDDER POSTAL ADDRESS: .....

.....

#### FURTHER DETAILS OF THE BIDDER(S); Director / Shareholder / Partners, etc:

Directors /Shareholder/Partner	Physical address of the <b>Business</b>	Municipal Account number(s)	Physical address of the <b>residential</b> Director / shareholder / partner	Municipal Account number(s)

**NB: Please attach** Certified copy(ies) of ID document(s)

I, \_\_\_\_\_, the undersigned,  
(full name in block letters)

Certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

--	--

SIGNED ON BEHALF OF TENDERER / BIDDER

DATE:

(i) For office use (comments): Telephone relevant Local Municipality

.....  
.....  
.....

**NB: Bidders to furnish proof of payment of Municipal Services and any other Contract with Landlord / Home Owner, or letter from Tribal Authority.**



## FORM T2.2.18 –AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO:	THE MUNICIPAL MANAGER, MAQUASSI HILLS LOCAL MUNICIPALITY
FROM:	

(NAME OF BIDDER / TENDERER)

### AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

Extract from Supply Chain Management Policy, Section 51.1:

"The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:  
51.1 failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months; ..."

I, THE UNDERSIGNED, \_\_\_\_\_,  
(FULL NAME IN BLOCK LETTERS)

Hereby authorise the MAQUASSI HILLS LOCAL MUNICIPALITY to deduct the full amount outstanding by the business organization / Director, shareholder, partner, etc from any payment due from MAQUASSI HILLS LOCAL MUNICIPALITY or any Local Municipality within the District.

**THUS DONE AND SIGNED** for and on behalf of the Bidder / Contractor

--	--

**SIGNED ON BEHALF OF TENDERER / BIDDER**

**DATE:**

in the presence of the subscribing witnesses.

AS WITNESSES:

--	--

**SIGNATURE WITNESS 1**

**NAME IN BLOCK LETTERS**

--	--

**SIGNATURE WITNESS 2**

**NAME IN BLOCK LETTERS**



## FORM T2.2.19 – RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

<b>SIGNED ON BEHALF OF TENDERER</b>	<b>DATE:</b>
<b>POSITION</b>	<b>NAME OF BIDDER</b>



## FORM T2.2.20 - QUALITY CRITERIA AND POINTS CLAIMED

The bidder shall complete all the sections in this Form. Functionality shall be scored as indicated in paragraph F.3.11 of the Bid Data and the sections below

### FUNCTIONALITY

Contractor is required to scores a minimum of **70** out of a maximum of **100** points for functionality to qualify.

Functionality of responsive tenders is evaluated on the basis of the following criteria:

Item	Key aspect of criterion	Basis for points allocation	Max. Points	Verification Method
1	Experience of the Bidder (Name of traceable reference  with contact details to be included for verification) <b>NB:</b>  If completion certificates is issued by the Main Contractor also attach the  Letter of Appointment of the main contractor with the client stamp.  (35 points max) an contact details of client	At least Five (5) completed (Recreational centers/Municipal Services) in the past 5 years	35	Appointment letter & completion certificates
		At least four (4) completed (Recreational centers/Municipal Services) in the past 5 years.	20	Appointment letter & completion certificates
		At least four (3) completed (Recreational centers/Municipal Services) in the past 5 years.	15	Appointment letter & completion certificates
		At least two (2) completed (Recreational centers/Municipal Services) supply in the past 5 years.	10	Appointment letter & completion certificates
		Less than 2 projects completed	0	Appointment letter & completion certificates
2	Qualifications and experience of a construction manager (15 Points Max)	NQF Level 7 or Higher in Civil Engineering and at least 5 years' experience (Recreational centers/Municipal Services)).	15	CV with Certified Copy of Qualifications to be attached
		NQF Level 6 in Civil Engineering with SACPCMP and at least 5 years' experience (Recreational centers/Municipal Services)	10	CV with Certified Copy of Qualifications to be attached
		NQF Level 6 in Civil Engineering with less than five (5) years' experience (Recreational centers/Municipal Services)).	5	CV with Certified Copy of Qualifications to be attached
3	Experience of foreman - (10 points max)	5 or more years' experience in Recreational centers/Municipal Services)	10	Curriculum Vitae to be attached
		3 to 4 years' experience in Recreational centers/Municipal Services)	5	Curriculum Vitae to be attached
		1 to 3 years' experience in	3	Curriculum Vitae to be





		Recreational centers/Municipal Services)		attached
		No submission	0	None
4	Locality of Bidder or Joint Venture (15 points max)	Within Maquassi Hills Local Municipality	15	Municipal account of not more than 3 Months old.
		Within District Municipality	12	Municipal account of not more than 3 Months old
		Within Province	8	Municipal account of not more than 3 Months old
		Outside Province	5	Municipal account of not more than 3 Months old
5	Plant and Equipment (Relevant to Tendered Project). Relevant Ownership document copies Are to be included in this tender  Verification purposes <b>(25 points – max)</b>	<b>Tenderer Own All Plant required for All Recreational centers/Municipal Services)</b>		
		TLB – 3 points	19	Certified Copies of Plant Ownership documents To be attached
		Excavator – 4 points		
		Tipper Truck – 4 points		
		Water Tanker – 2 points		
		Grader – 4 Points		
		Roller/Walker – 2 Points		
		<b>For ownership, please score extra 1 point per Plant type</b>	6	Certified Copies of Plant Ownership documents to be attached
		<b>For hired Plant score 1 point for submission of the letter.</b>	1	Letter of intent to supply with Plant.

--	--

**SIGNATURE OF TENDERER**

**DATE:**

**END OF SECTION**



## **PORTION 2: CONTRACT**

### **Part C1: Agreements and Contract Data**



## **MAQUASSI HILLS LOCAL MUNICIPALTY**

UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO,  
MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

PROJECT NO: MHLM/MIG/04/2025/2026

### **CIVIL WORKS**

#### **AGREEMENTS AND CONTRACT DATA**

#### **INDEX**

<b>Section</b>	<b>Description</b>	<b>Page No</b>
<b>PART C1.1</b>	<b>FORMS OF OFFER AND ACCEPTANCE.....</b>	<b>C1.1-1</b>
<b>PART C1.2</b>	<b>CONTRACT DATA .....</b>	<b>C1.2-1</b>
	Annexure A: Form of Guarantee	

**END OF SECTION**



## **PORTION 2: CONTRACT**

### **Section C1.1: Form of Offer and Acceptance**



## MAQUASSI HILLS LOCAL MUNICIPALITY

UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO,  
MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

PROJECT NO: MHLM/MIG/04/2025/2026

### CIVIL WORKS

#### FORM OF OFFER AND ACCEPTANCE

##### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO,  
MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

..... (in words); R .....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the



end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

	(1)	(2)
<b>Signatures</b>	_____	_____
<b>Name(s)</b>	_____	_____
<b>Capacity</b>	_____	_____
<b>For the Tenderer</b>	_____	
	(Name and address of organisation)	
<b>Name &amp; signature</b>	_____	
<b>Of witness</b>	_____	<b>Date</b> _____

Notes:

- The above to be completed by the **Tenderer**.
- Should the tenderer be a joint venture, the signatures of both parties are required)



## • **ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

Part T1	Tendering Procedures
Part T2	Returnable Documents
Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data at, or just after, the date of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the



Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

<b>Signatures</b>	_____	_____
<b>Name(s)</b>	_____	_____
<b>Capacity</b>	_____	_____
<b>For the Employer</b>	_____	
	(Name and address of organisation)	
<b>Name &amp; signature</b>		
<b>Of witness</b>	_____	<b>Date</b> _____





## SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender;
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. **Subject** .....

Details .....

2. **Subject** .....

Details .....

3. **Subject** .....

Details .....

4. **Subject** .....

Details .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.



It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE TENDERER:**

**Signatures** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Capacity** \_\_\_\_\_

**For the Tenderer** \_\_\_\_\_  
(Name and address of organisation)

**Name & signature**  
**Of witness** \_\_\_\_\_ **Date** \_\_\_\_\_

**FOR THE EMPLOYER:**

**Signatures** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Capacity** \_\_\_\_\_

**For the Employer** \_\_\_\_\_  
(Name and address of organisation)

**Name & signature**  
**Of witness** \_\_\_\_\_ **Date** \_\_\_\_\_

**END OF SECTION**



## **PORTION 2: CONTRACT**

### **Section C1.2: Contract Data**



## MAQUASSI HILLS LOCAL MUNICIPALITY

### UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO, MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

PROJECT NO: MHLM/MIG/04/2025/2026

#### CIVIL WORKS

#### CONTRACT DATA

##### GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or [www.saice.org.za](http://www.saice.org.za).

##### CONTRACT DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

##### Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.5	Replace the contents of Clause 1.1.1.5 with the following:  The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.



Clause	Contract Data
1.1.1.13	Add the following to the end of this definition:  The Defects Liability Period is 12 months.
1.1.1.14	Add the following to the end of this definition:  This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.  The time for achieving practical completion is <b>04 Months</b> .
1.1.1.15	The Employer is MAQUASSI HILLS LOCAL MUNICIPALITY.
1.1.1.16	The Engineer means Golden SJ Trading or any representative nominated by the Company.
1.1.1.26	The pricing strategy is Re-measurement Contract.
1.2.1	Add the following to the clause:  1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.  1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities.  1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.
1.2.1.2	The address of the Employer is:  MAQUASSI HILLS LOCAL MUNICIPALITY Municipal Buildings 19 Kruger Street <b>Wolmaransstad</b> 2630  Tel: (018) 596 1068 Fax: (018) 596 1555  The address and telephone number of the Engineer is: GOLDEN SJ TRADING (PTY) LTD



Clause	Contract Data
	SUIT 17, BUILDING 1, PRISM OFFICE PARK FOURWAYS 2191 Tel: (011) 367 0662
1.3.6	Add the following new Clause:  The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.
3.1.3	The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:  3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.  3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.  3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.
4.1.2	Add the following to the clause:



Clause	Contract Data
	<p>The Contractor shall provide the following to the Engineer for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 Design calculations should the Engineer request a copy thereof.</p> <p>4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.3	<p>Add the following new clause:</p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as appended to these Contract Data as Annexure B, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
4.3.4	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan that complies with Health and Safety Specification provided by the Municipality.</p>



Clause	Contract Data
	<p>The Contractor shall submit an approved Health and Safety Plan to the Engineer <u>within 14 days</u> from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.5	<p>Add the following new clause:</p> <p><b>Contractor's liability as mandatory</b></p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.6	<p>Add the following new clause:</p> <p><b>Contractor to notify Employer</b></p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.7	<p>Add the following new clause:</p> <p><b>Contractor's Designer</b></p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>





Clause	Contract Data
4.10.3	<p>Add the following new clause:</p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p>
5.3.1	<p>Add the following:</p> <p>The documentation required <u>before commencement with Works Execution</u> are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• Initial Programme (Refer to Clause 5.6)</li> <li>• A detailed cash flow forecast (Refer to Clause 5.6.2.6)</li> <li>• Security (Refer to Clause 6.2)</li> <li>• Insurance (Refer to Clause 8.6)</li> </ul>
5.3.2	<p>Add the following:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the site information.</p>
5.6.1	<p>Add the following to the clause:</p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>Special non-working days shall be all South African Statutory holidays and the official building holidays which commencing on 16 December and ending 5 January.</p>



Clause	Contract Data
5.12.5	<p>Add the following new clause:</p> <p><b>Extension of time due to Abnormal Rainfall</b></p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p> $V = (N_w - N_n) + (R_w - R_n) / 20$ <p>Where:</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>N<sub>w</sub> = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>R<sub>w</sub> = Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>N<sub>n</sub> = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>R<sub>n</sub> = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N<sub>n</sub>, then V shall be taken as being equal to minus N<sub>n</sub>. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each</p>



Clause	Contract Data																																										
	<p>Measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.</p> <p>The rainfall records applicable to this Contract are those recorded at NORTH WEST and shall be those used for calculating the extension of time for completion on account of abnormal rainfall. The following values of N<sub>n</sub> and R<sub>n</sub> shall apply:</p> <table><tr><th>Month</th><th>R<sub>n</sub> (mm)</th><th>N<sub>n</sub>(days)</th></tr><tr><td>January</td><td>103,8</td><td>4</td></tr><tr><td>February</td><td>93,0</td><td>3</td></tr><tr><td>March</td><td>78,1</td><td>3</td></tr><tr><td>April</td><td>43,1</td><td>1</td></tr><tr><td>May</td><td>18,1</td><td>1</td></tr><tr><td>June</td><td>7,6</td><td>0</td></tr><tr><td>July</td><td>7,0</td><td>0</td></tr><tr><td>August</td><td>8,3</td><td>0</td></tr><tr><td>September</td><td>17,9</td><td>1</td></tr><tr><td>October</td><td>49,4</td><td>2</td></tr><tr><td>November</td><td>80,7</td><td>3</td></tr><tr><td>December</td><td>99,8</td><td>3</td></tr><tr><td>Total</td><td>607,0</td><td>21</td></tr></table>	Month	R <sub>n</sub> (mm)	N <sub>n</sub> (days)	January	103,8	4	February	93,0	3	March	78,1	3	April	43,1	1	May	18,1	1	June	7,6	0	July	7,0	0	August	8,3	0	September	17,9	1	October	49,4	2	November	80,7	3	December	99,8	3	Total	607,0	21
Month	R <sub>n</sub> (mm)	N <sub>n</sub> (days)																																									
January	103,8	4																																									
February	93,0	3																																									
March	78,1	3																																									
April	43,1	1																																									
May	18,1	1																																									
June	7,6	0																																									
July	7,0	0																																									
August	8,3	0																																									
September	17,9	1																																									
October	49,4	2																																									
November	80,7	3																																									
December	99,8	3																																									
Total	607,0	21																																									
5.13.1	The penalty for failing to complete the Works by Contractual Completion date, is R2 500/day for projects below R 5 million.																																										
5.13.3	<p>Add the following new Clause.</p> <p>The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the works, nor from any of his obligations and liabilities under the Contract.</p>																																										



Clause	Contract Data
5.13.4	<p>Add the following new Clause:</p> <p>If the Contractor shall, without the prior written permission of the Engineer, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <ul style="list-style-type: none"> <li>• fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or</li> <li>• utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or</li> <li>• utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract;</li> </ul> <p>Then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
5.16.3	<p>The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 5.16.1.</p>
6.1.1	<p>Add the following to the clause:</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>



Clause	Contract Data
6.2.1	<p>Add the following to this Clause:</p> <p>The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) is appended to the Contract Data as Annexure A.</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Engineer.</p>
6.8.3	Price Adjustments for variations in the cost of special materials is not allowed.
6.8.4	In line 6 delete the words "between the Employer and the Contractor".
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10%. The limit of retention money is 5% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000 per event, the number of events being unlimited.



CONTRACT PRICE ADJUSTMENT SCHEDULE	
Clause	Contract Data
1.	The application of a Contract Price Adjustment factor will not apply to this Contract.



## Part 2: Data provided by the Contractor

Clause	Contract Data						
1.1.1.9	<p>The name of the Contractor is:</p> <hr/> <hr/> <hr/>						
1.2.1.2	<p>The address of the Contractor is:</p> <hr/> <hr/> <hr/>						
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor's choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum (Incl. VAT).</td><td></td></tr> <tr> <td>Performance guarantee of 10 % of the Contract Sum (Incl. VAT).</td><td></td></tr> </tbody> </table>	Type of Security	Contractor's choice. Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum (Incl. VAT).		Performance guarantee of 10 % of the Contract Sum (Incl. VAT).	
Type of Security	Contractor's choice. Indicate "Yes" or "No"						
Cash deposit of 10% of the Contract Sum (Incl. VAT).							
Performance guarantee of 10 % of the Contract Sum (Incl. VAT).							

**END OF SECTION**



## **PORTION 2: CONTRACT**

### **Part C1.2: Contract Data**

#### **Annexure A: Form of Guarantee**





(To be supplied on the official letterhead of "The Bank/Company")

## PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor"  
means: .....

Physical address: .....  
.....

"Employer"  
means: **MAQUASSI HILLS LOCAL MUNICIPALITY**

"Contractor"  
means: .....

"Engineer" means: **GOLDEN SJ TRADING (PTY) LTD**

"Works" means: Contract No : MHLM/MIG/04/25/26

"Site" means: UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA,  
KGOTSO, MAKHALEMELE & EKAGENG STREETS IN TSWELELANG (PHASE 1)

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance  
and such amendments or additions to the Contract as may be agreed  
in writing between the parties.

"Contract Sum"  
means: The accepted amount inclusive of VAT of R.....

Amount in words: .....

"Guaranteed  
Sum" means: The maximum aggregate amount of R ..... (Amount to be  
equal to 10% of the Contract Amount at the time that the Agreement  
comes into effect).

Amount in words: .....

"Expiry Date"  
means: 14 Days after receipt of Certificate of Completion.



## CONTRACT DETAILS

Engineer Issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of Works as defined in the Contract.

## PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 2.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
  - 2.2 its obligation under this performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days



has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculate from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 and 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.



9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee to the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_ (place)

#### **GUARANTOR'S SIGNATORY**

--	--

**SIGNATURE GUARANTOR 1**

**NAME IN BLOCK LETTERS**

--	--

**CAPACITY GUARANTOR 1**

**SIGNED AT PLACE**



<b>SIGNATURE GUARANTOR 2</b>	<b>NAME IN BLOCK LETTERS</b>

<b>CAPACITY GUARANTOR 2</b>	<b>SIGNED AT PLACE</b>

**AS WITNESS**

<b>SIGNATURE WITNESS 1</b>	<b>NAME IN BLOCK LETTERS</b>

<b>SIGNATURE WITNESS 2</b>	<b>NAME IN BLOCK LETTERS</b>

<b>SIGNED AT PLACE</b>	<b>DATE</b>
------------------------	-------------

**END OF SECTION**



## **PORTION 2: CONTRACT**

### **Part C2: Pricing Data**



## MAQUASSI HILLS LOCAL MUNICIPALITY

### UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO, MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

PROJECT NO: MHLM/MIG/04/2025/2026

#### CIVIL WORKS

#### PRICING DATA

#### INDEX

Section	Description	Page No
<b>PART C2.1</b>	<b>PRICING INSTRUCTIONS .....</b>	<b>C2.1-1</b>
1.	General .....	C2.1-2
2.	Pay Items .....	C2.1-2
3.	Quantities .....	C2.1-3
4.	Rates .....	C2.1-4
<b>PART C2.2</b>	<b>BILL OF QUANTITIES .....</b>	<b>C2.2-i</b>
1.	Schedule 1 : Preliminary and General .....	C2.2-1
2.	Schedule 2 : Day works... ..	C2.2-6
3.	Schedule 3 : Mass Earthworks .....	C2.2-8
4.	Schedule 4 : Drains (Concrete Channel) .....	C2.2-13
5.	Schedule 5 : Concrete Block Paving.....	C2.2-14
6.	Schedule 4 : Pavement Layers.....	C2.2-15
<b>PART C2.3</b>	<b>SUMMARY OF SCHEDULE OF QUANTITIES.....</b>	<b>C2.3-i</b>
1.	Summary of Schedule of Quantities .....	C2.3-1

#### END OF SECTION



## **PORTION 2: CONTRACT**

### **Section C2.1: Pricing Instructions**





## MAQUASSI HILLS LOCAL MUNICIPALITY

### UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO, MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

PROJECT NO: MHLM/MIG/04/2025/2026

#### CIVIL WORKS

#### PRICING INSTRUCTIONS

##### 1. GENERAL

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the bill of quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The bill of quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

- Unit : The unit of measurement for each item of work in terms of the Scope of Work.
- Quantity : The number of units for each item.
- Rate : The payment per unit of work at which the tenderer tenders to do the work.
- Amount : The product of the quantity and the rate tendered for an item.
- Lump sum : An amount tendered for an item, the extend of which is described in (L. Sum) the Pricing Instructions, Bill of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.



## 2. PAY ITEMS

The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardised Specifications for Civil Engineering Construction (SABS 1200) is applicable, subject to the variations and amendments contained in section C3.4.2.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic metre	MN.m	=	meganewton-metre
m <sup>3</sup> .km	=	cubic metre-kilometre	PC sum	=	Prime Cost Sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
kPa	=	kilopascal	wt	=	wall thickness
			dia	=	diameter

## 3. QUANTITIES

- 3.1 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.



- 3.2 The quantities set out in the Bill of Quantities are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities certified for payment, and not the quantities given in the Bill of Quantities, shall be used for determining payments to the Contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

#### **4. RATES**

- 4.1 The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 4.2 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

- 4.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.
- 4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- 4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.



- 4.6 All rates and sums of money quoted in the Bill of Quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- 4.7 All prices and rates entered in the Bill of Quantities must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Bill of Quantities.
- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Bill of Quantities, and separate additional payments will not be made.

**END OF SECTION**



## **PORTION 2: CONTRACT**

### **Section C2.2: Bill of Quantities**



Project No: MHLM/MIG/04/2025/2026  
Part C3: Scope of Works  
Section C3.1: Description of the Works

---

## **PORTION 2: CONTRACT**

### **Part C3: Scope of Works**



## MAQUASSI HILLS LOCAL MUNICIPALITY

### UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO, MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

PROJECT NO: MHLM/MIG/04/2025/2026

#### CIVIL WORKS

#### SCOPE OF WORKS

#### INDEX

Section	Description	Page No
<b>Section C3.1</b>	<b>Description of the Works .....</b>	<b>C3.1</b>
Section C3.1.1	Employer's Objectives.....	C3.1-1
Section C3.1.2	Overview of the Works .....	C3.1-1
Section C3.1.3	Scope of the Works .....	C3.1-1
Section C3.1.4	Location of the Works .....	C3.1-2
<b>Section C3.2</b>	<b>Engineering .....</b>	<b>C3.2</b>
Section C3.2.1	Employer's Design .....	C3.2-1
Section C3.2.2	Drawings.....	C3.2-1
<b>Section C3.3</b>	<b>Procurement .....</b>	<b>C3.3</b>
Section C3.3.1	Procurement Principles .....	C3.3-1
<b>Section C3.4</b>	<b>Construction.....</b>	<b>C3.4</b>
Section C3.4.1	Standard Specifications.....	C3.4.1
Section C3.4.2	Variations and Additions to Standard And Particular Specifications .....	C3.4-2
Section C3.4.3	Particular Specifications.....	C3.4.3
<b>Section C3.5</b>	<b>Management .....</b>	<b>C3.5-1</b>



## **PORTION 2: CONTRACT**

### **Section C3.1: Description of the Works**





## MAQUASSI HILLS LOCAL MUNICIPALITY

### UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO, MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

PROJECT NO: MHLM/MIG/04/2025/2026

#### CIVIL WORKS

#### C3.1 DESCRIPTION OF THE WORKS

##### C3.1.1 Employers Objectives

The Employer objective is to upgrade of gravel road to block paving in Mmutla, Kgotso, Makhalemele and Ekageng streets in Tsweleng.

##### C3.1.2 Overview of the Works

The scope of work entails the upgrade of gravel road to block paving in Mmutla, Kgotso, Makhalemele and Ekageng streets in Tsweleng. The following sections where identified:

For the positioning or locations of the sections to be upgrade, please refer to the project location below under C3.1.4.

The scope of works will consist of the following:

Table C3.1.2.1

Item	Street Name	Scope of Works
1	Mmutla street	<ul style="list-style-type: none"><li>✓ Length of the street 341m, 6m width two lanes</li><li>✓ Exposing of existing services</li><li>✓ Bulk earthworks, Roadbed preparation, Subbase preparation, Stabilised base, 80mm paver blocks, Kerb installation</li><li>✓ 1,5m width trapezoidal concrete channel.</li><li>✓ Road marking and signage</li></ul>
2	Kgotso Street	<ul style="list-style-type: none"><li>✓ Length of the street 87m, 6m width two lanes</li><li>✓ Exposing of existing services</li><li>✓ Bulk earthworks, Roadbed preparation, Subbase preparation,</li></ul>



		Stabilised base, 80mm paver blocks, Kerb installation ✓ 1,5m width trapezoidal concrete channel. ✓ Road marking and signage
3	Makhalemele Street	✓ Length of the street 490m, 6m width two lanes ✓ Exposing of existing services ✓ Bulk earthworks, Roadbed preparation, Subbase preparation, Stabilised base, 80mm paver blocks, Kerb installation ✓ 1,5m width trapezoidal concrete channel. ✓ Road marking and signage
4	Ekageng Street	✓ Length of the street 335m, 6m width two lanes ✓ Exposing of existing services ✓ Bulk earthworks, Roadbed preparation, Subbase preparation, Stabilised base, 80mm paver blocks, Kerb installation ✓ 1,5m width trapezoidal concrete channel. ✓ Road marking and signage

### **C3.1.3 Total Length of road to be Upgrade**

The total length of the street to be upgrade is approximately 1250m long.

### **C3.1.4 Location of the Works**

The project is in Tswelelang within Maquassi Hills Local Municipality. The position of the places to be rehabilitated are situated in Tswelelang. Please refer to figure 1.2.1.



**Figure 1.2.1: Locality map.**

The following coordinates indicates the position of the section to be upgrade along Mmutla, Kgotso, Makhalemele and Ekageng streets.

Item	GPS	Co-Ordinates	Street Name
	Latitude	Longitude	
1	27°13'24.96"S	25°59'10.22"E	Section to be upgraded along Mmutla street
2	27°13'28.85"S	25°59'11.74"E	Section to be upgraded along Kgotso street
3	27°13'49.94"S	25°58'36.92"E	Section to be upgraded along Makhalemele street
4	27°14'1.13"S	25°58'46.06"E	Section to be upgraded along Ekageng street



Project No: MHLM/MIG/04/2025/2026  
Part C3.1: Scope of Works  
Section C3.1: Description of the Works

---

**END OF SECTION**



## **PORTION 2: CONTRACT**

### **Section C3.2: Engineering**



## **MAQUASSI HILLS LOCAL MUNICIPALITY**

### **UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO, MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)**

PROJECT NO: MHLM/MIG/04/2025/2026

#### **CIVIL WORKS**

#### **C3.2 ENGINEERING**

##### **C3.2.1 Employer's Design**

The permanent works included in this contract has been designed by the Engineers on behalf of Maquassi Hills Local Municipality. The detail of the works is indicated on the drawings and in the specifications. The Tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in the Contract Data.

##### **C3.2.2 Drawings**

Drawings are bound in Volume 2 – Book of Drawings. A drawing list is included in Volume 2.

#### **END OF SECTION**



## **PORTION 2: CONTRACT**

### **Section C3.3: Procurement**



---

## **MAQUASSI HILLS LOCAL MUNICIPALITY**

### **UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO, MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)**

PROJECT NO: MHLM/MIG/04/2025/2026

#### **CIVIL WORKS**

### **C3.3 PROCUREMENT**

#### **C3.3.1 Procurement Principles**

The Employer decided to adopt the Standard of Uniformity in Construction Procurement published by the Construction Industry Development Board (CIDB) for his procurement process.

The Standard for Uniformity in Construction Procurement establishes minimum requirements that:

- promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures;
- provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process;
- ensure that the forms of contract that are used are fair and equitable for all the parties to a contract; and
- Enable risk, responsibilities and obligations to be clearly identified.

**END OF SECTION**





## **PORTION 2: CONTRACT**

### **Section C3.4: Construction**



## **MAQUASSI HILLS LOCAL MUNICIPALTY**

UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO,  
MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

PROJECT NO: MHLM/MIG/04/2025/2026

CIVIL WORKS

CONSTRUCTION

### **INDEX**

<b>Section</b>	<b>Description</b>	<b>Page No</b>
	<b>Standard Specifications</b>	
Section C3.4.1	Standard Specifications.....	C3.4.1-1

**END OF SECTION**



## **PORTION 2: CONTRACT**

### **Section C3.4.1 Standard Specifications**



---

## **MAQUASSI HILLS LOCAL MUNICIPALITY**

### **UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO, MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)**

PROJECT NO: MHLM/MIG/04/2025/2026

## **CIVIL WORKS**

### **C3.4 CONSTRUCTION**

#### **C3.4.1 Standard Specifications**

- The Standard Specifications on which this contract is based are the South African Bureau of Standard's Standardized Specifications for Civil Engineering Construction (SABS 1200). (Note: "SABS has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2001 amongst other specifications).
- Committee of Land Transport Officials (COLTO) Standard specification for Road and Bridge works for State Road Authorities (1998 Edition)

Although not bound in nor issued with this Document, the relevant sections of the standard specifications shall form part of this Contract. These documents are available at the Contractor's expense from the SA Bureau of Standards, Private Bag X191, PRETORIA, 0001, and South African Institute of Civil Engineers, Thornhill office park, Bekker Rd, Vorna Valley, Midrand, 1685. The applicable SABS 1200 Standardised Specification for this Contract shall be the following:




---

A	-	General
B	-	Engineers office
C	-	Site clearance
D	-	MASS Earthworks
E	-	Layer Works (Roadbed, Subbase, Stabilised Base)
F	-	Block Paving (80mm Paver)
G	-	Kerbs Installation
H	-	Concrete Side Drain

The applicable COLTO Standardised specification for shall be the following

1200	-	General requirements and provisions
1300	-	Contractors establishment on site and general obligations
1400	-	Housing office and laboratories for the engine site personnel
1500	-	Accommodation of Traffic
1600	-	Overhaul
1700	-	Clearing and grubbing
2100	-	Drains
2200	-	Prefabricated Culverts
2300	-	Concrete kerbing, concrete channelling, chutes and downpipes and concrete linings for open drains
3100	-	Borrow materials
3300	-	Mass earthworks
3400	-	Pavement layers of gravel material
3500	-	Stabilization
3600	-	Crushed stone base
3800	-	Breaking up existing pavement layers
4100	-	Prime Coat
4200	-	Asphalt base and surfacing
4800	-	Treatment of an existing surface exhibiting certain defects
5100	-	Pitching, stonework and protection against erosion
5400	-	Guardrails
5500	-	Fencing
5600	-	Road Signs
5700	-	Road Marking
5900	-	Finishing the road and road reserves and treating old roads
7300	-	Concrete block paving roads
8100	-	Testing material and workmanship

---



## **PORTION 2: CONTRACT**

### **Section C3.4.2**

#### **Variations and Additions to Standard and Particular Specifications**



## **MAQUASSI HILLS LOCAL MUNICIPALITY**

### **UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO, MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)**

PROJECT NO: MHLM/MIG/04/2025/2026

CIVIL WORKS

CONSTRUCTION

#### **INDEX**

<b>Section</b>	<b>Description</b>	<b>Page No</b>
<b>C3.4.2</b>	<b>VARIATIONS AND ADDITIONAL CLAUSES TO THE STANDARD AND PARTICULAR SPECIFICATIONS .....</b>	<b>C3.4.2-II</b>
<b>PSA</b>	<b>GENERAL .....</b>	<b>C3.4.2-1</b>

#### **LIST APPLICABLE SPECIFICATIONS HERE**

PSAB	Engineer's Office .....	C3.4.2-11
PSC	Site Clearance .....	C3.4.2-14
PSD	Earthworks .....	C3.4.2-16

#### **END OF SECTION**



## **MAQUASSI HILLS LOCAL MUNICIPALITY**

UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO,  
MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

PROJECT NO: MHLM/MIG/04/2025/2026

### **CIVIL WORKS**

#### **C3.4.2 VARIATIONS AND ADDITIONAL CLAUSES TO THE STANDARD AND PARTICULAR SPECIFICATIONS**

The following variations and additions to the Standard and Particular Specifications will be applicable to this Contract.

The various documents listed in Section C3.4.1 shall be treated as mutually explanatory. However, should any requirement of Section C3.4.2 which conflict with any requirement of the Standardised Specifications or with any requirement of the Particular Specifications, then the requirement of section C3.4.2 shall prevail.





## **MAQUASSI HILLS LOCAL MUNICIPALITY**

UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO,  
MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

PROJECT NO: MHLM/MIG/04/2025/2026

CIVIL WORKS

### **PROJECT SPECIFICATIONS**

#### **PORTION 2: VARIATIONS AND ADDITIONAL CLAUSES**

The following variations and additions to the SANS 1200 Standardised Specifications referred to in the last clause of Portion 1 apply to this Contract. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardised Specification and clause numbers in SANS 1200.

PSA	GENERAL
PSAB	ENGINEERS OFFICE
PSC	SITE CLEARANCE
PSD	EARTHWORKS



## **PSA            GENERAL (SANS 1200A)**

### **PSA 2.7    SPECIFICATION DRAWINGS**

Specification Drawings may be included in this document as annexures to the Project and Particular Specifications. Where such Specification Drawings depict items and standard structures according to lay-outs and details differing from those shown in the Standardised Specifications, the layouts and details shown in the annexures to the Project and Particular Specifications shall be adopted.

### **PSA 3.1    QUALITY**

All material used in the Works shall, where such mark has been awarded for a specific type of material, bear the SANS mark. Alternatively, the Contractor shall furnish the Engineer with certificates of compliance of materials, which bear the official mark of the appropriate standard.

### **PSA 4.3    PLANT**

Except where the use of plant is essential in order to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of the Project Specifications to be constructed using labour intensive construction methods.

### **PSA 5.1    SURVEY**

#### **PSA 5.1.1 SETTING OUT OF THE WORKS**

Survey control pegs will be indicated to the Contractor. These pegs must be protected by the Contractor and used for setting out of the works. The Contractor shall be responsible for all setting out the works.



## **PSA 5.9 INSTRUCTIONS BY THE ENGINEER**

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

## **PSA 5.10 SITE MEETINGS**

The Contractor **and** his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Engineer. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract, which any of the parties represented, may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

## **PSA 7 TESTING**

PSA 7.5 All test results obtained by the Contractor in the course of his process control of the Works shall be submitted to the Engineer or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms that are appended as annexures to the Specifications.

**PSA 7.6 *The Contractor shall make suitable arrangements for process control prior to commencement with the Works. Should he intend using site personnel for this purpose he shall ensure that suitably trained and competent personnel take charge of the necessary test work, and that the necessary equipment is at their disposal prior to commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order suspension of the Works without additional remuneration in terms of Clause 42 of the Conditions of Contract, or for him to recommend termination to the Employer in terms of Clause 58 thereof.***



**PSA 7.7** *The Contractor shall deliver to the Engineer, for his consideration, quality assurance programmes (as obtained from all the Contractor's proposed suppliers of paving block, concrete and specials) prior to the Contractor's appointment of any suppliers.*

**PSA 8.2 PAYMENT**

Monthly Progress Payment Certificates shall be submitted to the Engineer's Representative on Site not later than the 15th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30th day of the specific month.

Upon agreement by the Engineer's Representative by not later than the 20th of each month, the certificate shall be submitted to the client.

Where day works have been instructed by the Engineer, the Contractor shall submit the returns to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Day work returns shall be submitted on forms following the standard format included in Section 4.4C of Volume 1 for this purpose. Failure to comply with the terms of this clause will result in non-payment for such day works.



## PSA 8.2.1 FIXED-CHARGE AND VALUE RELATED ITEMS

- a) Preparation of Health and Safety Plan ..... Unit: Sum  
The sum shall cover all costs involved in the preparing the Health and Safety Plan (which includes the risk assessment), which shall include the preparation of all permit applications and notifications as required by this specification and shall include the employment cost of all health and safety personnel employed for the preparation of the Contractor's Health and Safety Plan.
- b) Health and Safety Training ..... Unit: Sum  
The sum shall cover all costs involved in preparation of the all necessary Health and Safety Induction Training materials required from the training of the Contractor's employees, Subcontractors and all visitors to the Works.
- c) Personal Protective Clothing and Equipment ..... Unit: Sum  
The sum shall cover all costs involved in the initial provision of all personal protective clothing and equipment for the Contractor's employees and Subcontractors and any visitors to the Works, as required by this specification (which includes the requirements of the Occupational Health and Safety Act, 1993 and its regulations, as amended).
- d) Fences, Signs and Barricades ..... Unit: Sum  
The sum shall cover all costs involved in the initial provision of all fences, signs and barricades necessary for the protection of all persons, plant, vehicles, equipment or facilities, as required by this specification (which includes the requirements of the Occupational Health and Safety Act, 1993 and its regulations, as amended).
- e) Establishment of Safety Administration ..... Unit: Sum  
The sum shall cover all costs involved in establishment of all administrative matters required by this specification which shall include, but not limited to, the establishment of the Health and Safety File.
- f) Other Health and Safety Fixed-charge Obligations ..... Unit: Sum  
The sum shall cover the fixed costs of all other obligations that are required for the safe execution of the Works in accordance with the requirements of this



specification and that are not specifically covered in 10.2.1(a), (b), (c), (d) or (e).

**PSA 8.2.2      TIME RELATED ITEMS**

a)    Implementation and maintenance of Health and Safety Plan ...      Unit: Sum  
The sum shall cover all costs involved in the implementation and maintenance of the Health and Safety Plan. This shall include but shall not be limited to the following:

- 1) The employment cost of all health and safety personnel including consultants, health and safety officers, inspectors, supervisors and issuers required in terms of the Contractor's Health and Safety Plan,
- 2) Updating the Health and Safety Plan as needed,
- 3) Carrying out of periodic audits and follow-up audits,
- 4) Compiling on-going risk assessments and risk assessment reports as required by the Works,
- 5) Convening of regular safety meetings with the Safety Representatives,
- 6) Accompanying and supporting the Employer or his Safety Agent during ad hoc audits,
- 7) Compilation of monthly safety reports and statistics for the Employer or his Safety Agent,

b)    Implementation and maintenance of Training .....      Unit: Sum  
The sum shall cover all costs involved in the implementation of the induction training of the Contractor's employees, Subcontractors and all visitors to the Works.

c)    Maintenance of Personal Protective Clothing and Equipment ...      Unit: Sum  
The sum shall cover all costs involved in maintenance, repair or replacement of personal protective clothing required by the Contractor's employees or Subcontractors and all visitors to the Works.

d)    Maintenance of Fences, Signs and Barricades .....      Unit: Sum  
The sum shall cover all costs involved in maintenance, repair or replacement for whatever reason of fences, signs and barricades used for the Works. The



rate shall include for the provision of security guards for the safeguarding of the items provided should this be necessary.

- e) Implementation and maintenance of Safety Administration ..... Unit: Sum  
The sum shall cover all costs involved in establishment of all administrative matters required by this specification which shall include, but not limited to, the maintenance of the Health and Safety File or the completion and recording of the safety check lists required by this specification.
- f) Other Health and Safety Time-related Obligations ..... Unit: Sum  
The sum shall cover the time-related costs of all other obligations that are required for the proper execution of the Works in accordance with the requirements of this specification and that are not specifically covered in 10.2.2(a), (b), (c), (d) or (e).

## **PSA 8.5 SUMS STATED PROVISIONALLY**

### **PSA 8.5.1 Contingencies**

An amount of 10% of the construction cost had been allowed for Contingencies in the Summary of Schedules. No percentage mark-up will be applicable to any payments made using contingency money other than the mark up included in prices for variations determined in terms of Clause 40 of the Conditions of Contract.

### **PSA 8.5.2 Materials for Day works**

A Provisional Sum has been included in Schedule 1 for materials to be used during the execution of day works. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on the materials used during the execution of the day works by the Contractor. Payment made shall be regarded as full compensation for overheads, charges and profit on the materials that are used when executing day works.



### **PSA 8.5.3 Royalties for Borrow Materials**

A Provisional Sum has been included in Schedule 1 for any royalties that may become payable by the Contractor in obtaining suitable borrow materials from sources designated by the Engineer. Payment will be based on the royalties actually and necessarily paid. In addition to the above amounts, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in clause 48(2) of the Conditions of Contract.

### **PSA 8.5.4 Contract Price Adjustment**

Not allowed for projects with duration of less than 6 months.

### **PSA 8.5.5 Relocation of existing Services**

Where fences or poles fall within the pipeline route and need to be moved, the relevant property owner or applicable authority is to be notified before such action is taken. Existing structures are to be dismantled and relocated to a new position as indicated on the plans and approved by the engineer. The structures are to be re-assembled in their new position to the satisfaction of the owners or applicable authority, or such relocation is to be performed by the applicable authority. The Contractor will be reimbursed for such works at the tendered rate and will remain responsible for the reimbursement of the party executing such works.

A Provisional Sum has been allowed in Schedule 1 for reimbursement (if any) to the applicable authority for repair work to and/or relocation of existing services in the event of such being required due to construction of the Works. In addition to the above-mentioned amount, provision is made in Schedule 1 for a mark-up on the payments made by the Contractor to the applicable authorities in this regard. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided in clause 48(2) of the Conditions of Contract.

### **PSA 8.6 PRIME COST ITEMS**





#### **PSA 8.6.1 Artisan and Skills Training**

When required, and where insufficient skills are currently available within the identified communities or from local sub-contractors, the Engineer may, after due consideration and subject to budget constraints, authorise, in writing, the training of local labour in specific trades or other skills for direct employment on the Works or as local sub-contractors. Such training shall be carried out by specialists and shall be consistent with standards that are approved at industry level, such as training provided by CEITS or by the APEX Training Centre, or by training organizations that are certified by these bodies. The cost of this training shall be borne by the Employer, and the Contractor will be compensated for actual costs incurred in this regard under the Prime Cost item that has been included for this purpose in Schedule 1.

A Prime Cost Item has been included in Schedule 1 for payments to be made to specialists for the training of unskilled or semi-skilled persons in industry accredited management and generic skills. Payment to the Contractor will be based on invoices certified by the Engineer and issued by training specialists to the Contractor for work undertaken in terms of this item.

In addition to the above amounts, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

#### **PSA 8.6.2 Acceptance Control Testing of Earthworks, Pipe work, Coatings and Linings**

A Prime Cost Item has been included in Schedule 1 for acceptance control testing of items ordered by the Engineer to be undertaken by a commercial laboratory or other specialists. Payment will be based on the actual invoicing by the laboratory to the Contractor. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.



### **PSA 8.6.3 Salary for Labour Desk Officer**

A Prime Cost has been included in Schedule 1 for a salary to be paid to the Labour Desk Officer at R 6000-00 per month. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on the salary to be paid. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

### **PSA 8.6.4 in House Training**

The contractor shall, at all times, facilitate the transfer of skills from his permanent or key personnel, in their specific fields, to untrained or unskilled temporary employees on the contract.

Alternatively, under similar conditions and subsequent to due evaluation of all relevant factors, the Engineer may authorise, in writing, that in-house training of local labour be executed by the Contractor utilising the services of approved skilled key-personnel or artisans in his employ. The Contractor shall tender rates for such training, inclusive of all training materials, construction materials (pipes, fittings, brick, sand, cement etc.) and small tools. Payment will be made to the Contractor as provided in Schedule 1 of the Schedule of Quantities.

### **PSA 8.6.5 Health and Safety Officer**

A provisional sum has been allowed to cover the cost for the remuneration of the Employer's Health and Safety Officer.

The sum will be utilised for payment to the Health and Safety Officer employed by MAQUASSI HILLS LOCAL MUNICIPALITY.

## **PSA 8.8 TEMPORARY WORKS**

### **PSA 8.8.4 Location and protection of existing services:**

#### **PSA 8.8.4.2 Hand excavation necessary for locating and exposing existing services in all material:**

- (a) In roadways.....Unit: m<sup>3</sup>
- (b) In all other areas .....Unit: m<sup>3</sup>



The rates shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density.

The bid rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the Site, for transporting all material, and for supplying adequate supervision during both excavation and backfilling operations."

#### **PSA 10     ADJUSTMENT OF PRELIMINARY AND GENERAL ITEMS DUE TO RAIN**

Should the period for completion be automatically extended due to abnormal weather conditions occurring during execution of the Contract as provided for in the Project Specifications, no adjustment to the total for time-related preliminary and general items will be applicable.

#### **PSA11     ADJUSTMENT OF PRELIMINARY AND GENERAL TIME-RELATED ITEMS**

An approved extension of time will qualify the Contractor to receive additional payment for each relevant time related item at a unit rate based on the sum originally tendered for such item, and which shall be fair and reasonable as contemplated in Clause 37 of the General Conditions of Contract.

#### **END OF SECTION**



---

**PSAB      ENGINEER'S OFFICE**

**PSAB 3      MATERIALS**

**PSAB 3.1      NAMEBOARDS**

REPLACE THE FIRST SENTENCE OF SUB-CLAUSE 3.1 OF SANS 1200AB WITH THE FOLLOWING:

"The Contractor shall supply and erect at locations approved by the Engineer, the number of contract name boards specified in the Project Specifications, which, unless otherwise specified in the Contract, shall comply with the recommendations for the standard board of the South African Association of Consulting Engineers, with regards to size, painting, decorating and detail, and the requirements described hereunder."

**PSAB 3.2      OFFICE BUILDING(S)**

The Contractor shall provide and erect one office for the Engineer in accordance with Sub clause 3.2, in the position indicated by the Engineer.

A concrete floor will be permitted for the office provided that it is covered by linoleum.

All windows in the office shall be fitted with blinds and burglar proofing over the entire glazed area and with fly screens over the openings.

**PSAB 3.3      LATRINE AND ABLUTION FACILITY**

The Contractor shall provide, maintain and service one ablution room for the exclusive use of the Engineer.

The room shall be constructed as specifies for the Engineer's office, but shall be at least 4m<sup>2</sup> in size and fitted with one flush toilet and one hand washbasin.

**PSAB 3.5      PROTECTIVE CLOTHING**

The Contractor shall provide and replace when necessary four sets of safety helmets and rubber wellington boots (of size as required) to members of the Engineer's site staff and his visitors.

---



## **PSAB 4      PLANT**

### **PSAB 4.2      PARKING FACILITIES**

A lean-to carport for two cars, giving protection from the sun, wind and rain, and with a ground surface that is neither dusty nor muddy, shall be provided in a position adjacent to the Engineer's office for the exclusive use of the Engineer.

### **PSAB 4.3      TELEPHONE**

The Contractor shall, subject to availability, install a telephone in the Engineer's office. The telephone shall have its own line to the exchange, separate from that of the Contractor's telephone, and shall be fitted with a lock. A cellular telephone is an acceptable alternative if the Contractor accepts responsibility for the additional cost of the Engineer's official telephone calls both from and to the Site.

The Contractor shall provide and maintain a fax machine at his camp site and allow for its use during normal working hours by the engineer for official purposes.

The Contractor shall settle the accounts for all costs of installation, rental and official telephone calls and faxes during the construction period.

### **PSAB 4.4      PHOTOCOPYING MACHINE**

The Contractor shall provide, maintain and service one A3 size photocopying machine in the Engineer's office together with an adequate supply of paper of A3 and A4 sizes.

## **PSAB 5      CONSTRUCTION**

### **PSAB 5.1      SITE INSTRUCTION BOOK**

Throughout the construction period the Contractor shall supply a carbon quadruplicate book as a site instruction book.

This book shall be kept on site and shall be accessible to both Contractor and the Engineer at all times. It shall be used:

- a) by the Contractor for providing the Engineer with any information regarding the construction of the Works which may be requested, and giving



notification in writing of inspections, drawings, etc, required by the Contractor, and

- b) by the Engineer for the purpose of writing day to day instructions and confirming any verbal information or instructions given to the Contractor.

One copy of each site note issued shall remain in the book.

## **PSAB 8 MEASUREMENT AND PAYMENT**

### **PSAB 8.1 TELEPHONE NAD FAX MACHINE**

Notwithstanding the requirements of clause 5.4 the Contractor shall be responsible for the costs of all official telephone and fax calls made by the Engineer to a maximum of R5 000-00 for the full construction period, as well as the costs of the installation and rental and for the provision of materials for the fax machine.

The provisional sum under Item 1.5.1 provides for the payment of the cost of calls that exceeds R5 000-00, and in addition, a commission on the amount paid under Item 1.5.1, will be paid under Item 1.5.2.

### **PSAB 8.2 PHOTOCOPYING MACHINE**

The cost of installation and usage of the photocopying machine will be deemed to be included in the sums tendered for items 1.1 and 1.3. The cost of paper only will be paid under item

**END OF SECTION**



---

**PSC**      **SITE CLEARANCE**

**PSC 3**      **MATERIALS**

**PSC 3.1**      **DISPOSAL OF MATERIAL**

*ADD THE FOLLOWING:*

"The Contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance.

**PSC 5**      **CONSTRUCTION**

**PSC 5.1**      **AREAS TO BE CLEARED AND GRUBBED**

*ADD THE FOLLOWING:*

"Streets shall be cleared on instruction of the Engineer to a distance of 2, 5 m on both sides of the Streets edge line. Route pegs or markers shall not be destroyed or damaged during clearing operations."

**PSC 5.2**      **CUTTING OF TREES**

**PSC 5.2.3**      **Preservation of trees**

**PSC 5.2.3.2**      **Individual trees**

*REPLACE THE LAST SENTENCE WITH THE FOLLOWING:*

"An amount of R1 000,00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily and without prior instruction from the Engineer.

**PSC 5.5**      **RECLEARING OF VEGETATION**

*ADD THE FOLLOWING:*

"When areas have to be re-cleared on the written instructions of the Engineer, such re-clearing shall be carried out at the Contractor's own cost and the Contractor is therefore advised not to clear the areas too soon."

---



---

**PSC 8**      **MEASUREMENT AND PAYMENT**

**PSC 8.2**      **PAYMENT**

**PSC 8.2.1**      **Clear and grub**

*REPLACE THE FIRST LINE WITH THE FOLLOWING:*

"The area designated by the Engineer to be cleared and grubbed will be measured in square metres to the nearest square metre or, "

**PSC 8.2.12**      **Remove water, silt, debris and unsuitable soil, transport to spoil  
Site furnished by Contractor and keep excavations free of water** Unit: m<sup>3</sup>

The tendered rate shall include full compensation for removing silt, debris and unsuitable soil and for loading and transporting the material to spoil sites furnished by the Contractor. The Contractor shall furnish a survey and Digital Terrain Model (DTM) of the areas after topsoil has been removed. Payment will only be made on the basis of the DTM after verification by the Engineer. The rate shall also include for all costs relating to dewatering the dams, keeping them dry and temporary diverting sewer to other portions of the site."

**END OF SECTION**





## **PSD**      **EARTHWORKS**

### **PSD 2**      **INTERPRETATIONS**

#### **PSD 2.1**      **SUPPORTING SPECIFICATIONS**

*REPLACE SUBCLAUSE 2.1.2 WITH THE FOLLOWING:*

**"PSD 2.1.2**      any of the other SANS 1200 specifications may form part of the Contract documents."

#### **PSD 2.3**      **DEFINITIONS**

*REPLACE THE WORD AND THE DEFINITION FOR "Borrow" WITH THE FOLLOWING:*

**"Borrow material:** Material, other than material obtained from excavations required for the works, obtained from sources such as borrow pits or the authorised widening of excavations. 'Borrow' shall have a corresponding meaning."

*REPLACE THE DEFINITION FOR "Specified density" WITH THE FOLLOWING:*

**"Specified density:** The specified dry density expressed as a percentage of modified AASHTO dry density."

*REPLACE THE DEFINITION FOR "Stockpile" WITH THE FOLLOWING:*

**"Stockpile** (verb): The process of selecting and, when necessary, loading, transporting and off-loading material in a designated area for later use for a specific purpose"

*ADD THE FOLLOWING DEFINITIONS:*

**"Commercial source:** A source of material provided by the Contractor, not the Employer, and including any borrow pit, provided by the Contractor

**Fill:** An embankment or terrace constructed of material obtained from excavations or borrow pits. In roads it includes the earthworks up to the underside of the selected sub grade level.

**Fill** (material): Material used for the construction of an embankment or terrace

**Roadbed:** The natural *in situ* material on which the fill or, in the absence of fill, the pavement layers are constructed"



### **PSD 3**      **MATERIALS**

#### **PSD 3.1**      **CLASSIFICATION FOR EXCAVATION PURPOSES**

##### **PSD 3.1.1**      **Method of classifying**

*ADD THE FOLLOWING:*

"The classification of material other than 'soft excavation' shall be agreed upon before excavation may commence.

The Contractor shall inform the Engineer immediately if and when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Engineer in good time shall entitle the Engineer to reclassify, at his discretion, such excavated material."

##### **PSD 3.1.2**      **Classes of excavation**

*DELETE THIS SUBCLAUSE AND REPLACE WITH THE FOLLOWING:*

"The excavation of material shall be classified as follows for purposes of measurement and payment:

a) Soft excavation

Soft excavation shall be excavation in material which can be efficiently removed with a pick and shovel.

b) Intermediate excavation

Intermediate excavation shall be excavation in material which cannot be efficiently removed with a pick and shovel and in which blasting or drilling and wedging is not required. It shall therefore be material which can be removed by machine.

c) Hard rock excavation

Hard rock excavation shall be excavation in material which cannot be removed without blasting or without wedging and splitting.

d) Boulder excavation

Boulder excavation shall be the removal of boulders smaller than 0,01 m<sup>3</sup> which can be efficiently removed by hand.

The Engineer's determination of the classification of the excavation shall be final and binding."



**PSD 3.2.1      Material suitable for embankments and terraces**

*REPLACE THE CONTENTS OF SUBCLAUSE (a) (b) and (c) WITH THE FOLLOWING:*

- (a) Material with a minimum CBR of 15 at 93% of modified AASHTO density;
- (b) Hard or rock material having a maximum dimension of 37.5mm;
- (c) Both clay or clayey material of liquid limit exceeding 40 or PI exceeding 18 (or both), and rock or boulders having a maximum dimension greater than 37.5mm.
- (d) Material with an oversize index = 0;
- (e) Shrinkage product of 100 - 240.

The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Engineer in good time shall entitle the Engineer to reclassify, at his discretion, such excavated material."

**PSD 3.2.3      Material suitable for backfill or fill against structures**

*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

"Material used for backfill behind structures shall generally be the material excavated, subject to the following conditions:

- (a) The material shall not contain an excessive number of stones retained on a 50 mm sieve;
- (b) The material shall not contain large clay lumps that do not break up under the action of the compaction equipment; and
- (c) The liquid limit of the material shall not exceed 40, neither shall the PI exceed 18."

**PSD 3.3      SELECTION**

*ADD THE FOLLOWING SUBCLAUSE:*

**"PSD 3.3.3      Selection in borrow pits provided by the Contractor**



Approval of a borrow area for a certain purpose does not necessarily mean that all the material in that area is suitable for the specified purpose. What it does mean is that the borrow area contains some suitable material. The onus shall rest on the Contractor to ensure that only material that is indeed suitable is removed and used for the specified purpose.

When the Contractor has to select excavated material for a specific purpose, the above provisions relating to borrow areas shall apply *mutatis mutandis* to excavations.

The Contractor shall not waste or contaminate material that has been selected for a specific purpose."

#### **PSD 4 PLANT**

##### **PSD 4.4 DETECTORS**

REPLACE THE CONTENTS OF SUBCLAUSE 4.4 WITH THE FOLLOWING:

"The Contractor shall, for the purposes of detecting and locating underground services in accordance with the provisions of sub clause 5.4 of SANS 1200 A and sub clause 5.1.2 of SANS 1200 D, at his own cost, provide and use detecting equipment which is suitable for the detection of underground cables and pipes."

#### **PSD 5 CONSTRUCTION**

##### **PSD 5.1 PRECAUTIONS**

###### **PSD 5.1.1 Safety**

###### **PSD 5.1.1.1 Barricading and lighting**

REPLACE "Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" WITH "Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Construction Regulations 2003".

###### **PSD 5.1.1.2 Safeguarding of excavations**

REPLACE "Machinery and Occupational Safety Act" WITH "Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Construction Regulations 2003".

###### **PSD 5.1.1.3 Explosives**



*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

"The Contractor will generally be permitted to use explosives for breaking up hard material during excavations, for demolishing existing structures, and for other purposes where explosives are normally required, subject to the following conditions:

- (a) The Engineer may prohibit the use of explosives in cases where, in his opinion, the risk of injury to persons or damage to property or to adjoining structures is too high. Such action by the Engineer does not entitle the Contractor to additional payment for having to resort to less economical methods of construction.
- (b) The Engineer's prior written approval shall be obtained for each and every blasting operation. This approval may be withheld if the Contractor does not use explosives responsibly and carefully.
- (c) The Contractor shall comply fully with the requirements of the Explosives Act, 1997 (Act No 83 of 1997) and all other legislation and regulations as may be applicable to blasting and the use of explosives.
- (d) Before blasting is undertaken, the Contractor shall satisfy the Engineer that he has established whether or not the insurers concerned require pre- and post-blasting inspections of buildings and structures within a certain radius of the proposed blasting.

Should such inspections be required, the Contractor shall, together with the Engineer and the insurer, examine and measure the buildings, houses or structures in the vicinity of the proposed blasting site and establish and record, together with the owner, lessee or occupier, the extent of any existing cracking or damage before blasting operations commence.

- (e) When there is a possibility of damage to power and telephone lines or any other services or property, the Contractor shall adapt his method of blasting and the size of the charges and shall use adequate protective measures (eg cover-blasting) to reduce the risk of damage.
- (f) All accidents, injury to persons and animals and damage to property shall be reported to the Engineer in detail and in writing as soon as is practicable.
- (g) The Engineer shall be given 24 hours notice by the Contractor before each blasting operation is carried out.
- (h) When blasting to specified profiles, the Contractor shall so arrange the holes and charges that the resulting exposed surfaces are as sound as the nature of the material permits. The Contractor shall make good, at his own expense,



any additional excavation necessitated by the shattering of rock in excess of any over break allowances specified in the Project Specifications or given on any Drawing.

Notwithstanding the Contractor's compliance with the above provisions, the Contractor shall remain liable for any injury to persons and animals and loss of or damage to property occurring as a result of blasting operations."

#### **PSD 5.1.2     Existing services**

##### **PSD 5.1.2.2     Detection, location and exposure**

*REPLACE THE CONTENTS OF SUBCLAUSE 5.1.2.2 WITH THE FOLLOWING:*

"The exposure by the Contractor of underground services, as required in terms of sub clause 5.4 of SANS 1200 A (as amended) shall be carried out by careful hand excavation at such positions and to such dimensions as are agreed to by the Engineer.

Unless otherwise instructed or agreed by the Engineer, no service shall be left exposed after its exact position has been determined and all excavations carried out for the purposes of exposing underground services shall be promptly backfilled and compacted to the following densities:

- (a) In roadways: 90% Mod AASHTO density; and
- (b) In all other areas: 93% Mod AASHTO density.

Where hand excavations to expose underground services have to be carried out in roadways, the Contractor shall reinstate the road layer works in accordance with the provisions of sub clause 5.9 of SANS 1200 DB.

Payment in respect of exposing the services by means of hand excavation as described above, will be made in accordance with sub clause PSD 8.3.8.1.

Payment in respect of reinstating layer works in roadways will be made in accordance with sub clause 8.3.6.1 of SANS 1200 DB (as amended)."



### **PSD 5.1.2.3    Protection of cables**

*REPLACE SUBCLAUSE 5.1.2.3 WITH THE FOLLOWING:*

#### **"5.1.2.3    Protection during construction**

Further to the requirements of sub clause 5.4.2 of SANS 1200 A (as amended), major excavating equipment and other plant shall not be operated dangerously close to known services. Where necessary, excavation in close proximity to known services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Should any service not being a known service be discovered or encountered during the course of the Contract, the Contractor shall, in addition to complying with the requirements of sub clause 5.4.2 of SANS 1200 A (as amended), immediately notify the Engineer thereof and implement such measures as will prevent damage of such service or, if it was damaged in the course of discovery, will prevent and minimise the occurrence of any further damage occurring."

### **PSD 5.2        METHODS AND PROCEDURES**

#### **PSD 5.2.2    Excavation**

##### **PSD 5.2.2.1    Excavation for general earthworks and for structures**

*ADD THE FOLLOWING TO PARAGRAPH (b):*

"When the nature of the material precludes the above procedure, additional excavations shall be carried out to provide working space for the erection of formwork. In general, payment will be made for excavating a working width of 600 mm, but the Contractor may excavate a greater working width at no additional cost to the Employer."

*REPLACE THE FIRST SENTENCE OF PARAGRAPH (e) WITH THE FOLLOWING:*

"Where excavations have been carried below the authorised levels, the Contractor shall backfill such excavations to the correct level with approved gravel compacted to at least 90% of modified AASHTO density, or to the density of the surrounding material, whichever is the higher density.

Where excavations for structures have been carried out in hard material, the Engineer may direct that over-excavation be backfilled with weak concrete if there is a danger of settlement or differential settlement of the foundations.



Where the sides of excavations against which concrete is to be cast have been over-excavated or have collapsed partially, the Contractor shall re-trim the excavations if necessary and, unless other remedial measures are agreed to by the Engineer, shall cast the concrete for the structure, including the additional concrete that may be required as a result of the over-excavation or partial collapse. The cost of the additional concrete or remedial measures shall be for the Contractor's account."

#### **PSD 5.2.2.3 Disposal**

*REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:*

"The Contractor shall provide all necessary spoil sites for the spoiling of all surplus and unsuitable materials and shall make the necessary arrangements with the owner of the site where the material is disposed of, and pay all charges and levies as may be applicable for the use of such spoil sites.

Every spoil site provided by the Contractor shall be approved by the local authority in whose area it is located, and the spoiling shall comply with the applicable statutory and municipal regulations as well as the requirements of the owner of the spoil site.

Payment to the Contractor in respect of locating and making arrangements for suitable spoil sites and spoiling material at the such sites will be made in accordance with the provisions of sub clause PSD 8.3.15."

*ADD THE FOLLOWING SUBCLAUSE IN SUBCLAUSE 5.2.2:*

#### **"PSD 5.2.2.4 Selection and stockpiling**

Approval or designation of the material in a particular borrow pit or excavation for a particular purpose does not imply that all the material in the borrow pit or excavation is suitable for the particular purpose to which they said approval or designation relates, nor that all material in the borrow pit or source should be used for the particular purpose. The Contractor shall select suitable material from that borrow pit or source, discard unsuitable material and reserve material for other purposes as necessary.

The Contractor shall organise and carry out his operations in such a manner as will prevent the contamination of suitable embankment and backfill material with unsuitable materials. Any excavated material which becomes, in the Engineer's opinion, unsuitable for use in embankments or backfill as a result of contamination, shall be disposed of in a manner acceptable to the Engineer and shall be replaced by the Contractor with materials acceptable to the Engineer, all at the Contractor's cost.





When required, or when ordered by the Engineer, material shall be stockpiled for later use. The additional costs for stockpiling material shall be paid to the Contractor in accordance with the provisions of sub clause PSD 8.3.14."

**PSD 5.2.5      Transport for earthworks**

*REPLACE THE CONTENTS OF SUBCLAUSE 5.2.5 WITH THE FOLLOWING:*

"The transport of all excavated materials, irrespective of the distance and source, shall be deemed to be free-haul, the cost of which is included in the Contractor's tendered rates and prices for the excavation of the materials. No separate compensation shall apply for the transportation of excavated materials."

**PSD 7              TESTING**

**PSD 7.2        TAKING AND TESTING OF SAMPLES**

*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

"The Contractor shall arrange with the approved independent laboratory engaged by the Contractor in terms of sub clause PS 8.2.1 of Portion 1 of the Project Specifications to carry out sufficient tests on a regular basis as agreed between him and the Engineer to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the Specifications and shall submit the results of these tests to the Engineer in a form approved by him.

The compaction requirements for fills shall be deemed complied with when at least 75% of the dry-density tests on any lot show values equal to or above the specified density and when no single value is more than five percentage points below the specified value."



## **PSD 8            MEASUREMENT AND PAYMENT**

### **PSD 8.3        SCHEDULED ITEMS**

#### **PSD 8.3.1      Site preparation**

*REPLACE SUBCLAUSES 8.3.1.1 AND 8.3.1.2 WITH THE FOLLOWING:*

"Where site preparation such as clearing, grubbing, the removal of large trees or the removal and stockpiling of topsoil is required, the provisions and scheduled items of SANS 1200 C shall apply."

#### **PSD 8.3.3      Restricted excavation**

*REPLACE THE WORDS "in 1 m increments" AT THE END OF THE FIRST SENTENCE OF SUBITEM (a) WITH "in the increments indicated in the Schedule of Quantities".*

*REPLACE "in 5.2.2.1 – 5.2.2.3 (inclusive)" AT THE END OF SUBCLAUSE (a) WITH "in sub clauses 5.2.2.1 to 5.2.2.5 (inclusive)".*

#### **PSD 8.3.4      Importing of materials**

*DELETE SUBITEM (a) OF 8.3.4.*

#### **PSD 8.3.6      Overhaul**

*DELETE SUBCLAUSE 8.3.6.*

#### **PSD 8.3.8      Existing services**

##### **PSD 8.3.8.1    Location**

*REPLACE ITEM 8.3.8.1 WITH THE FOLLOWING:*

"8.3.8.1    Hand excavation for locating and exposing existing services:

(a) In roadways ..... Unit: m<sup>3</sup>

(b) In all other areas ..... Unit: m<sup>3</sup>



The unit of measurement shall be the cubic metre of material excavated, measured in place according to the authorised or actual dimensions of the excavation, whichever is the lesser.

The tendered rates shall cover the cost of excavating in all materials by means of hand tools within authorised dimensions and at locations approved by the Engineer in accordance with the requirements of sub clause PSA 5.4.1 for all precautionary measures necessary to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The tendered rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density. Reinstating layer works and surfacing shall be measured and paid for in terms of SANS 1200 DB.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations."

**PSD 8.3.10    Top soiling**

*CHANGE THE UNIT TO "m³" AND REPLACE THE CONTENTS OF THIS ITEM WITH THE FOLLOWING:*

"The unit of measurement shall be the cubic metre and the quantity shall be calculated from the authorised dimensions.

The tendered rate shall include loading of the topsoil from stockpiles, transporting it for the free-haul distance, and off-loading, spreading, shaping and lightly compacting the topsoil."

*ADD THE FOLLOWING*

**"PSD 8.3.14    Extra over items PSD 8.3.2.(a)(1) and PSD 8.3.3 for Temporary stockpiling .....    Unit: m³**

The unit of measurement shall be the cubic metre of material from necessary excavations, temporarily stockpiled by the Contractor on the instructions of the Engineer, before being used in embankments or backfill. Measurements shall be taken in place in compacted embankment or backfill as the case may be.



The tendered rate shall include for the costs, additional to those provided for in PSD 8.3.2(a)(1) and PSD 8.3.3, of off-loading, forming and maintaining the stockpile for as long as is required, reloading and transporting from the stockpile, regardless of haul distance.

Payments to the Contractor under this item will only be made in respect of that material stockpiled on the instructions of the Engineer (which instruction shall state specifically that payments for such stockpiling will be paid for under this item) and no payments will be made to the Contractor under this item in respect of materials stockpiled by the Contractor on his own volition, nor for materials necessarily stockpiled by the Contractor in consequence of the sequence of operations adopted by him in the course of executing the works, whether such stockpiling was avoidable or otherwise.

**PSD 8.3.15     Layers and embankment widening using material from designated borrow pits or excavations:**

- (a) G7 fill material as specified, compacted to 93% of modified AASHTO  
Density .....Unit: m<sup>3</sup>

The unit of measurement shall be the cubic metre and the quantity will be calculated from the authorised dimensions of the compacted layers.

The tendered rates shall include full compensation for excavating the material as if in soft material for loading, all haul from source provided by the Contractor, off-loading, spreading, watering, mixing, breaking down and compacting the layer."

No overhaul will be paid on material for the purposes of this Contract and all the costs for transporting material shall be included in the applicable tendered rates and amounts.

**PSD 8.3.16     Extra over item 8.3.15 for obtaining material from commercial sources or borrow pits provided by the Contractor .....Unit: m<sup>3</sup>**

The tendered rate shall include full compensation for the additional cost of finding a suitable source of material, for procuring the material and paying all royalties or other charges to the owner of the source, for transporting the material to the point of use regardless of the distance hauled and for excavating in intermediate, hard or boulder material as required.



**PSD 8.3.17    final finishing and cleaning up of the site of the works ..... Unit: sum**

The tendered sum shall include full compensation for the clearing, disposal of material, finishing, tidying and all other work required to finish and clean up the Site of the works and affected areas by removing excess earth, stones, boulders, debris and other waste material, by clearing storm water inlets and outlets and pipe barrels, by clearing the surfacing of all dirt, mud and foreign material, and by neatly finishing off all junctions, intersections and kerbing.

All material resulting from the finishing operations shall be disposed of to a spoil site furnished by the Contractor."

**END OF SECTION**



## **PORTION 2: CONTRACT**

### **Section C3.4.3: Particular Specifications**

**MAQUASSI HILLS LOCAL MUNICIPALITY**

UPGRADING OF GRAVEL ROADS TO BLOCK PAVING IN MMUTLA, KGOTSO, MAKHALEMELE AND EKAGENG STREETS IN TSWELELANG (PHASE 1)

PROJECT NO: MHLM/MIG/04/2025/2026

CIVIL WORKS

**PARTICULAR SPECIFICATIONS**

<b>PA</b>	<b>Terms and Conditions for Labour Intensive Work .....</b>	<b>C3.4.3.1</b>
<b>PB</b>	<b>Trimming of Site .....</b>	<b>C3.4.3.15</b>
<b>PC</b>	<b>Maintenance of Site .....</b>	<b>C3.4.3.16</b>
<b>PD</b>	<b>Occupational Health and Safety .....</b>	<b>C3.4.3.18</b>
<b>PE</b>	<b>Slip-lining of Pipelines .....</b>	<b>C3.4.3.19</b>

**END OF SECTION**



---

## **PA TERMS AND CONDITIONS FOR LABOUR INTENSIVE WORK**

### **PA 1. INTRODUCTION**

- PA 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.
- PA 1.2 In this document –
- (a) "Department" means any department of the State, implementing agent or contractor;
  - (b) "Employer" means any department, implementing agency of contractor that hires workers to work in elementary occupations on a SPWP;
  - (c) "Worker" means any person working in an elementary occupation on a SPWP;
  - (d) "Elementary occupation" means any occupation involving unskilled or semi-skilled work;
  - (e) "Management" means any person employed by a department or implementing agency to administer or execute an SPWP;
  - (f) "Task" means a fixed quantity of work;
  - (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
  - (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
  - (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

### **PA 2. TERMS OF WORK**

- PA 2.1 Workers on a SPWP are employed on a temporary basis.
- PA 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- PA 2.3 Employment on a SPWP does not qualify as employment, as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

### **PA 3. NORMAL HOURS OF WORK**

- PA 3.1 An employer may not set tasks or hours of work that require a worker to work –
- (a) more than forty hours in any week
  - (b) on more than five days in any week; and
  - (c) for more than eight hours on any day.
- PA 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- PA 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.





---

**PA 4. MEAL BREAKS**

A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

PA 4.1 An employer and worker may agree on longer meal breaks.

PA 4.2 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

PA 4.3 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

**PA5. SPECIAL CONDITIONS FOR SECURITY GUARDS**

PA 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

PA 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

**PA 6. DAILY REST PERIOD**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**PA 7. WEEKLY REST PERIOD**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by worker during their ordinary hours of work ("emergency work").

**PA 8. WORK ON SUNDAYS AND PUBLIC HOLIDAYS**

PA 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

PA 8.2 Work on Sundays is paid at the ordinary rate of pay.

PA 8.3 A task-rated worker who works on a public holiday must be paid –

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) Double the worker's daily task rate, if the worker works for more than four hours.

PA 8.4 A time-rated worker who works on a public holiday must be paid –

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;



- (b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

#### **PA 9. SICK LEAVE**

- PA 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- PA 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- PA 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- PA 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- PA 9.5 An employer must pay a task-rated worker's daily task rate for a day's sick leave.
- PA 9.6 An employer must pay a time-rated worker the worker's daily task rate for a day's sick leave.
- PA 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- PA 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- (a) absent from work for more than two consecutive days; or
- (b) Absent from work on more than two occasions in any eight-week period.

- PA 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- PA 9.10 A worker is not entitled to paid sick-leave for a work-related injury of occupational disease for which the worker can claim Compensation under the compensation for Occupational Injuries and Diseases Act.

#### **PA 10. MATERNITY LEAVE**

- PA 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- PA 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- PA 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- PA 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- PA 10.5 A worker may begin maternity leave –
  - (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) if agreed to between employer and worker; or
  - (c) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- PA 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.



PA 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty four months employment, unless the SPWP on which she was employed has ended.

**PA 11. FAMILY RESPONSIBILITY LEAVE**

PA 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
  - (i) the employee's spouse or life partner;
  - (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

**PA 12. STATEMENT OF CONDITIONS**

PA 12.1 An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.

PA 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

PA 12.3 An employer must supply each worker with a copy of these conditions of employment.

**PA 13. KEEPING RECORDS**

PA 13.1 Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) Payments made to each worker.

PA 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

**PA 14. PAYMENT**

PA 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.



- PA 14.2 A task-rated worker will only be paid for tasks that have been completed.
- PA 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- PA 14.4 A time-rated worker will be paid at the end of each month.
- PA 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- PA 14.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.

- PA 14.7 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) The actual amount paid to the worker.

- PA 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

- PA 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

#### **PA 15. DEDUCTIONS**

- PA 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- PA 15.2 An employer must deduct and pay to the SA Revenue Service any income tax that the worker is required to pay.
- PA 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- PA 15.4 An employer may not require or allow a worker to –

- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) Pay the employer or any other person for having been employed.

#### **PA 16. HEALTH AND SAFETY**

- PA 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- PA 16.2 A worker must –



- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the SPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

#### **PA 17. COMPENSATION FOR INJURIES AND DISEASES**

- PA 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- PA 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- PA 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- PA 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

#### **PA 18. TERMINATION**

- PA 18.1 The employer may terminate the employment of a worker for good cause after following fair procedure.
- PA 18.2 A worker will not receive severance pay on termination.
- PA 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- PA 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- PA 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

#### **PA 19. CERTIFICATE OF SERVICE**

- PA 19.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
  - (b) the name and address of the employer;
  - (c) the SPWP on which the worker worked;
  - (d) the work performed by the worker;
  - (e) any training received by the worker as part of the SPWP;
  - (f) the period for which the worker worked on the SPWP;
  - (g) Any other information agreed on by the employer and worker.



## PA 20. EXCAVATION

TABEL 1: CONSISTENCY OF MATERIALS WHEN PROFILED			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

### PA 20.1 Trench excavation

All hand excavated material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

### PA 20.2 Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

(a) to 90% Proctor density;



- (b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100mm of the backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- (c) Such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

**PA 20.3      Excavation**

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

**PA 21.        Clearing and grubbing**

Grass and small bushes shall be cleared by hand.

**PA 22.        Shaping**

All shaping shall be undertaken by hand.

**PA 23.        Loading**

All loading shall be done by hand, regardless of the method of haulage.

**PA 24.        Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

**PA 25.        Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

**PA 26        Spreading**

All material shall be spread by hand.



---

**PA 27      Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved.

**PA 28.      Grassing**

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

**PA 29.      Stone pitching and rubble concrete masonry**

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

**PA 30.      Manufactured Elements**

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

**PA 31.      LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF**

Established contractors shall only engage supervisory and management staff in labour-intensive works who have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

**PA 31.1      Precedence**

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

**PA 31.2      Hand excavatable material**





Hand excavatable material is material:

**(a) Granular materials:**

- (i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- (ii) where the material is a gravel having a maximum, particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

**(b) Cohesive materials:**

- (i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- (ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

- Note:
- (1) a boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
  - (2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10kg which fall through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.



## PA 32. TRAINING

Emerging contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or for the period 1 April 2004 to 30 June 2005 registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

**Table 2: Skills programme for supervisory and management staff**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/ Supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads Storm water Drainage	<div style="font-size: 4em; line-height: 1;">}</div> any one of these  3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement Labour-intensive Construction System and Techniques	This unit standard must be completed, and
		Use Labour-intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	<div style="font-size: 4em; line-height: 1;">}</div> any of these 3 unit  standards
		Use Labour-intensive Construction methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent/Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour-intensive Construction processes	Skills Programme against this single unit standard

Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: [gerard@ceta.co.za](mailto:gerard@ceta.co.za), tel: 011-265 5900)



## **EMPLOYEMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS**

### **PA 32.1 Requirements for the sourcing and engagement of labour.**

- PA 32.1.1 Unskilled and semi-skilled labour require for the execution of all Labour-intensive works shall be engaged strictly in accordance with Prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- PA 32.1.2 The rate of pay set for the EPWP is R90-00 per task or per day.
- PA 32.1.3 Tasks established by the contractor must be such that:
- (a) the average worker completes 5 tasks per week in 40 hours or less; and
  - (b) The weakest worker completes 5 tasks per week in 55 hours or less.
- PA 32.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- PA 32.1.5 The Contractor shall through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and/or who come from households:
- (a) where the head of the household has less than a primary school education;
  - (b) that have less than one full time person earning an income;
  - (c) Where subsistence agriculture is the source of income.
  - (d) Those who are not in receipt of any social security pension income.
- PA 32.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
- (a) 60% women;
  - (b) 20% youth who are between the ages of 18 and 25 and;
  - (c) 2% on persons with disabilities.



## **PA 32.2 Specific provisions pertaining to SANS 1914-5**

### **PA 32.2.1 Definitions**

**Targeted labour:** Unemployed persons who are employed as local labour on the project.

### **PA 32.2.2 Contract participation goals**

There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the Employment provided to targeted labour to be quantified.

PA 32.2.2.1 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programme.

### **PA 32.2.3 Terms and conditions for the engagement of targeted labour**

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

### **PA 32.2.4 Variations to SANS 1914-5**

PA 32.2.4.1 The definition for net amount shall be amended as follows:  
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

PA 32.2.4.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to target labour.

## **PA 32.3 Training of targeted labour**

PA 32.3.1 The contractor shall provide all the necessary on-the job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.



- PA 32.3.2 The cost of the formal training of target labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically as possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 325 8625/EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.
- PA 32.3.3 The contractor shall do nothing to dissuade target labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- PA 32.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.3 above.
- PA 32.3.5 Proof of compliance with the requirements of 1.3.2 to 1.3.4 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

**END OF SECTION**



---

## TRIMMING OF SITE

### **PB** **TRIMMING OF SITE**

#### **PB1** **SCOPE**

This work shall consist of the finishing of the entire site affected by the Contractor's operations before the issue of the Completion Certificate.

#### **PB2** **REQUIREMENTS**

After completion of the work covered by this Contract, the entire area affected by the Contractor's operations shall be finished off and cleared up and all loose rock shall be removed, if required, and disposed of as directed by the Engineer.

Under no circumstances shall the Contractor use machines for trimming.

All loose stones, roots or other waste matter exposed on fill or excavation slopes, which are liable to become loosened shall be removed and all debris and muck from cleaning operations shall be disposed of and the area affected by the Contractor's operations and all camp sites left in a neat and presentable manner.

All false work, temporary supports and structures, casting yards or platforms and equipment shall be removed from the site and from all ground occupied by the Contractor in connection with the work. All parts of the work and adjacent ground shall be left in a neat and presentable condition, all to the satisfaction of the Engineer.

#### **PB3** **Measurement and Payment**

Measurement and payment for complying with the above requirements will not be made separately and would be regarded as being provided for in full by relevant payments items under 1200 A – General.

## END OF SECTION



---

## **MAINTENANCE OF SITE**

### **PC        MAINTENANCE OF SITE**

#### **PC1        MAINTENANCE DURING CONSTRUCTION**

From the time of taking over the site by the Contractor, as set out in the Special Conditions of Contract until the acceptance of the work and the issue of the Completion Certificate, the Contractor shall be responsible for the maintenance of the work and shall rebuild, repair, restore and make good at his own expense all injuries or damages to any portion thereof whether occasioned by the action of the elements or any other cause.

#### **PC2        MAINTENANCE OF COMPLETED WORK**

Periods of Maintenance

The periods of maintenance for each completed section of work shall extend for twelve months from the time of acceptance of the work and the issue of the relevant Completion Certificate for that section of the work as the case may be as set out in Clause 53 of the General Conditions of Contract.

##### **PC2.1      Work during Period of Maintenance**

The Contractor shall be responsible for the repair at his own expense, of all defects in any of the works constructed by him, or affected by him during construction, all in terms of Clause 53 of the General Conditions of Contract.

#### **PC3        MEASUREMENT AND PAYMENT**

Measurement and payment for maintenance as described above shall be deemed to be included in the prices tendered and paid for the various items for which payments is made in terms of the Contract and such prices shall be full compensation for the supply of all supervision, labour, materials, equipment, plant and work necessary for the maintenance thereof.



---

The retention monies as set out in the General Conditions of Contract, Clause 49 (3) shall be released only upon Final Settlement of the Contract as set out in Clause 52 of the General Conditions of Contract.

**END OF SECTION**





---

**OCCUPATIONAL HEALTH AND SAFETY**

**PD            OCCUPATIONAL HEALTH AND SAFETY**



## **PORTION 2: CONTRACT**

### **Section C4: Site Information**

## **PORTION 2: CONTRACT**

**Section C4.1.1: Annexure - Site Administration Forms /  
Geotechnical Reports, Environmental Management  
Plans... etc.**